



State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801
801-538-5340
801-359-3940 (Fax)
801-538-7223 (TDD)

* M/45/019
E/45/052

February 15, 2002

TO: Lowell P. Braxton, Director

THRU: Mary Ann Wright, Associate Director - Mining *mon*

FROM: D. Wayne Hedberg, Permit Supervisor *DWH*

RE: Reclamation Bond Release Request, IMM Dworkin Holdings LTD & American Consolidated Mining Company, Yellow Hammer Mine (M045/019), and Kiewit Exploration Site (E045/052), Tooele County, Utah

IMM Dworkin Holdings LTD (IMM) sent a letter, received January 16, 2002, requesting release and return of the reclamation monies presently held by the Division for the Yellow Hammer Mine and Kiewit Exploration Project. They also forwarded signed permit transfer forms and the associated documents pertaining to a escrow agreement foreclosure.

American Consolidated Mining Company (ACMC) was the original operator of record for both of these projects. Reclamation bonds were posted with the Division for both sites by ACMC. Two Certificate of Deposits, one for \$17,600.00 and the other \$10,500.00, are being held by Wells Fargo Bank for these projects. IMM-Dworkin originally entered into a business agreement with ACMC to provide funding for these projects. When ACMC failed to repay IMM according to the conditions of their Escrow Agreement, IMM exercised its foreclosure option. This effectively transferred all rights including deed and title of ACMC's mining properties to IMM.

IMM has paid the annual permit fees for at least the past two years on these projects. Permit Transfer documents have been executed which effectively transfer the permits from ACMC to IMM. Both sites have been inactive for nearly 10 years. In the fall of 2001, IMM advised the Division that their company had no interest in reactivating mining activities on these properties and wished to reclaim both sites.

IMM hired Brush Resources to perform the reclamation work on both project areas. The Division and BLM provided guidance and direction in the reclamation process and are satisfied with the reclamation results. Now that the reclamation work has been completed, IMM is seeking release of the sureties held by the Division

Copies of the following documents are attached to this memo:

1. IMM's January 16, 2002, surety release request letter.

Page 2

Reclamation Bond Release Memo

M/045/019 & E/045/052

February 15, 2002

2. Copies of the quit claim deeds for both properties, and the breached escrow agreement between ACMC and IMM.
3. DOGM's \$9,100 cost estimate for possible future reseeding efforts at both sites.
4. DOGM's December 27, 2001 inspection memo of both project sites and respective reclamation photos.
5. GPS disturbed area maps of the Kiewit Exploration & Yellowhammer Mine reclamation project areas.
6. The executed permit transfer documents for both projects.

The actual reclamation work involved partial backfilling, recontouring and seeding of both project areas. The reclamation work was completed by Brush Resources personnel on December 17, 2001. The Division and the BLM have inspected and determined the adequacy of the reclamation work.

Recommendations:

Direct Wells Fargo bank to release \$19,000 plus interest of the monies directly to IMM to cover the pertinent reclamation costs incurred by their contractor. Instruct Wells Fargo to retain \$9,100 of the reclamation surety to cover the anticipated reseeding costs for both project areas should the current seeding effort fail to meet the 70% revegetation standards within the prescribed three year period.

If you are in agreement, please sign the attached letter authorizing Wells Fargo Bank to carry out these recommendations.

Thank you for your consideration of this request. Please advise if I can provide further clarification or information to assist you in processing this request.

jb

Attachments: Inspection memo w/photos

IMM letter rec'd 1/16/2002

Transfer Documents, Legal Documents from IMM

2 - GPS disturbed area maps

m45-19-memo.doc

Agree LRB 2/22/02

For Division Use:
File No.: M/045/019
Effective Date: FEB 15 2002
DOGM Lead: Tm

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

RECEIVED

DEC 20 2001

DIVISION OF
OIL, GAS AND MINING

**TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS**

--ooOoo--

1. (a) Notice of Intention to be transferred (file number): M/045/019
(b) Name of mining operation: YELLOW HAMMER PIT
(c) Location of mining operation (county): TOOELE
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
AMERICAN CONSOLIDATED MINING
70 W. CANYON CREST RD. SUITE D
ALPINE, UTAH 84004 801-756-1414
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
IMM
23205 Mercantile Road
Beachwood, Ohio 44122
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
IMM
23205 Mercantile Road
Beachwood, Ohio 44122
3. (a) The total number of disturbed acres permitted and bonded under the approved Large Mining Notice of Intention: 12 Acres

- (b) Complete Appendix "A"(attached), a legal description of the approved and bonded disturbed acreage (include: Township(s), Range(s), and section(s), *to the 1/4, 1/4, 1/4 section*, and the county).
 - (c) The actual number of acres disturbed by the mining operation through the date of this transfer: 12 Acres
 - (d) Attach a topographic map (labeled as Appendix "B") of suitable scale which clearly outlines the existing disturbed area boundaries through the date of this transfer (max. scale, 1 inch = 500 ft., 1 inch = 200 ft., or larger scale is preferred). Label disturbed areas as appropriate.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

SWORN STATEMENT OF TRANSFEROR

I, Keith Moeller being first duly sworn under oath, depose and say that I am Agent (officer or agent) of American Consolidated Mining Co. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. M 045/019.

Keith Moeller
Signature

Keith Moeller
Name (type or print)

Agent
Title

Subscribed and sworn before me this 4th day of May, 2001.

Joelle Burns
Notary Public
Residing at: Salt Lake City, Utah

My commission Expires:

4-4, 2005.



STATE OF Ohio)
COUNTY OF Cuyahoga) ss.

FINAL SWORN STATEMENT OF TRANSFEREE

I, Philip M. Lynch being first duly sworn under oath, depose and say that I am EVP (officer or agent) of IMM (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. If the disturbed acreage is not accurate, as identified in this document, we, hereby understand that the surety may have to be adjusted after the acreage has been accurately determined. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. M/645/019, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

Philip M. Lynch
Signature

Philip M. Lynch
Name (type or print)

EVP
Title

Subscribed and sworn before me this 19 day of DECEMBER, 2001.

Susan Heine
Notary Public
Residing at: 23711 Chapin Blvd

My commission Expires:
SUSAN HEINE, Notary Public
State of Ohio
My Commission Expires Sept. 23, 2002

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant approval of same, subject to the following limitations and conditions:

- (a) This large mining permit transfer grants only the right to affect the lands as described in Appendix "A" (attached).
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety. The surety shall be effective on or before the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired the legal right to mine said lands as described in Appendix "A".
- (d) A topographic map of suitable scale is attached (as Appendix "B") which clearly outlines and labels the existing disturbed area boundaries through the date of this transfer.

COMMENTS:

Property was taken by bank as collateral for mortgage.
m 5/4/02

APPROVED: *Lowell P. Braxton*
Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: *2/15/02*
NOI No.: *171045/019*

APPENDIX "A"

<u>IMM</u>	<u>YELLOW HAMMER</u>
New Operator	Mine Name
<u>M/045/019</u>	<u>TOOELE</u> County, Utah
Permit Number	

The legal description of the lands to be disturbed is (Township, Range and section(s) to the 1/4, 1/4, 1/4 section):

T 8th So. R. 18 W. Section 24

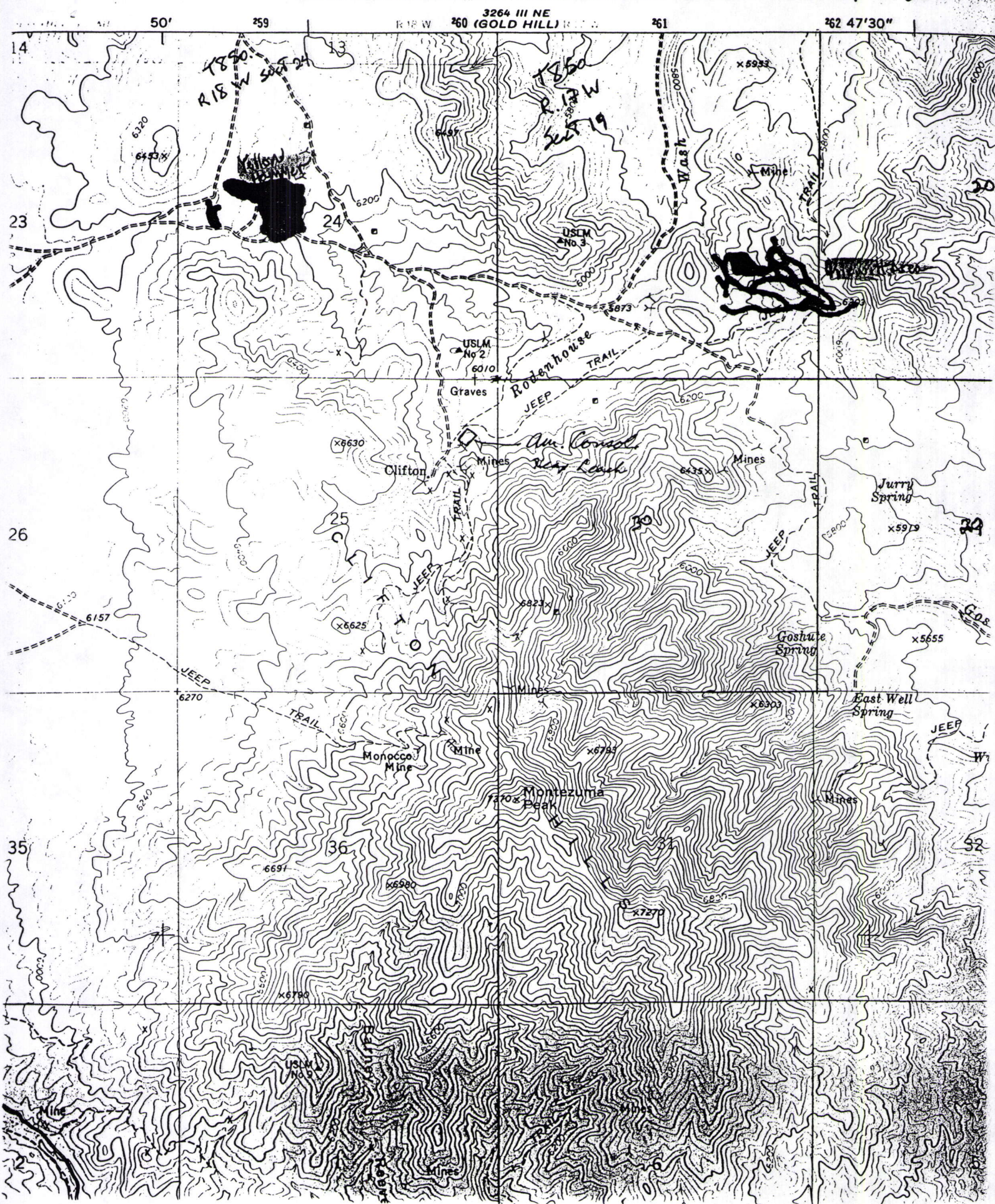
West Half of Section 24

As shown on map 8/3/89

— PHOTOS OF SITE ALSO INCLUDED

STATE OF UTAH
UTAH GEOLOGICAL AND MINERALOGICAL SURVEY

M/045/019
E/045/052



9/7/2000
 MINE SITE INSPECTION
 WAYNE HEDBERG
 TOM MUNSON



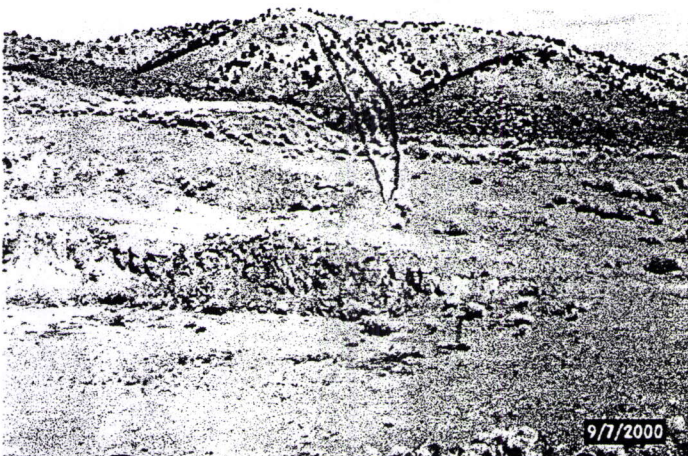
South view access road
 into pit area



Northwest View of North Highwall



North Highwall



Northeast view from bottom
 of pit. NE end of North
 highwall.



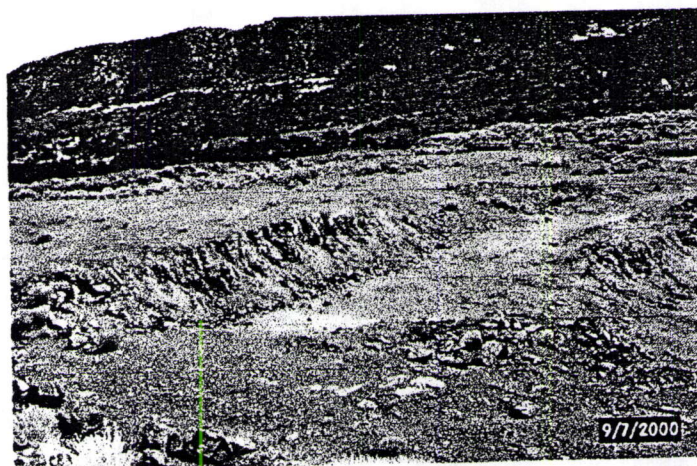
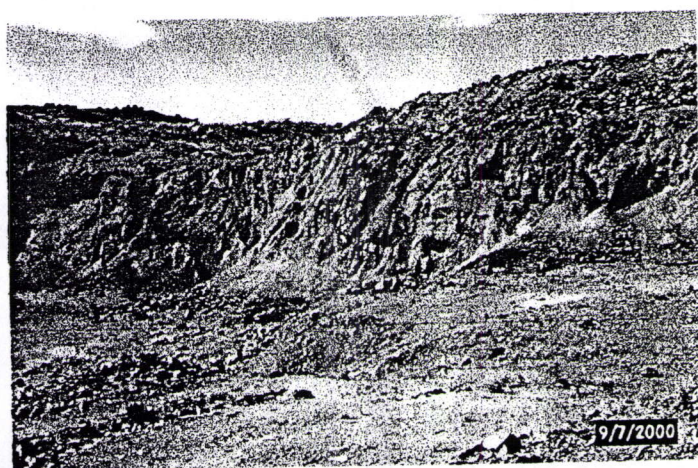
West highwall



PiT

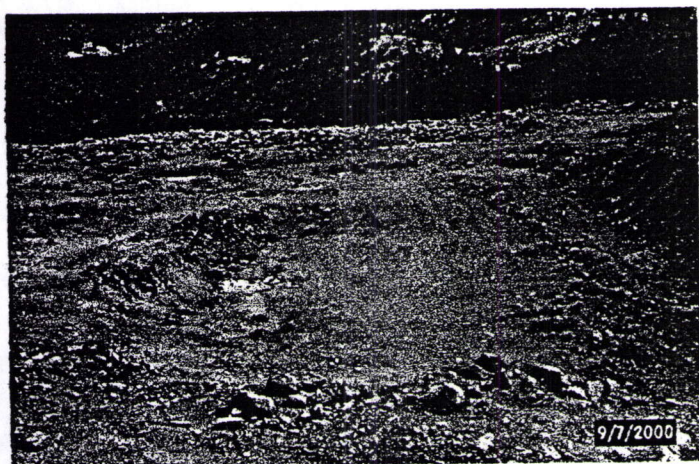


West Pit Highwall

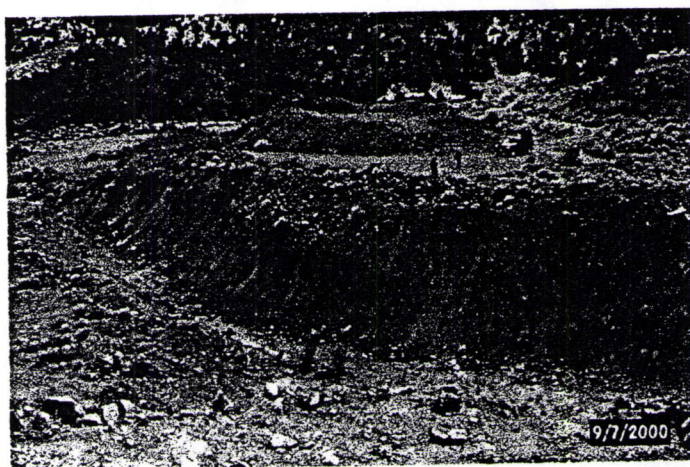


North highwall

East side pit view



Bottom of Pit



Highwall (WSW)



Highwall (West View)



Overburden/Topsoil/Stockpiles
(North end above
highwall)



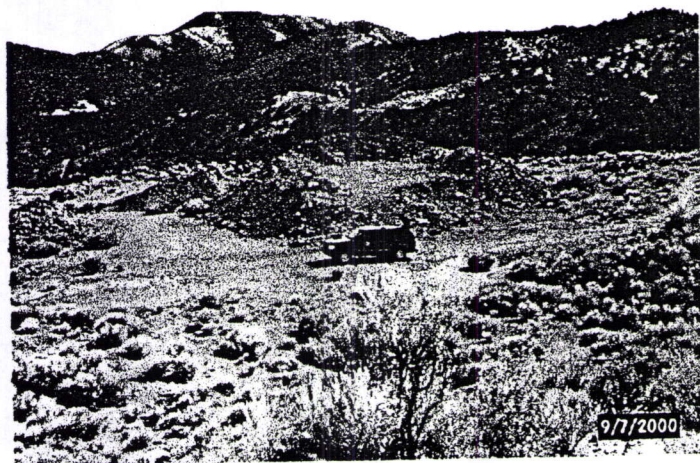
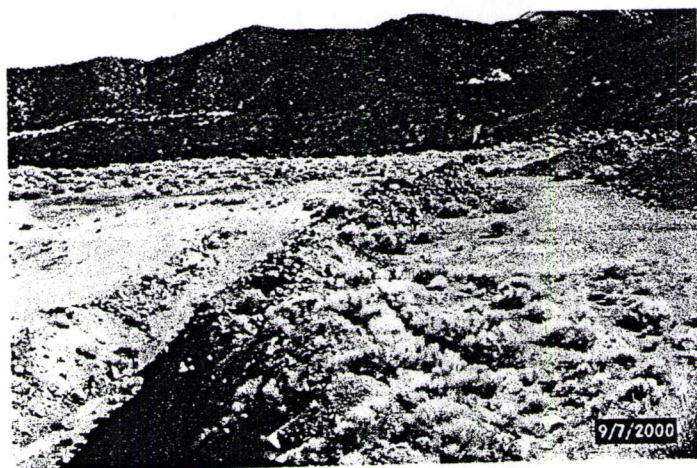
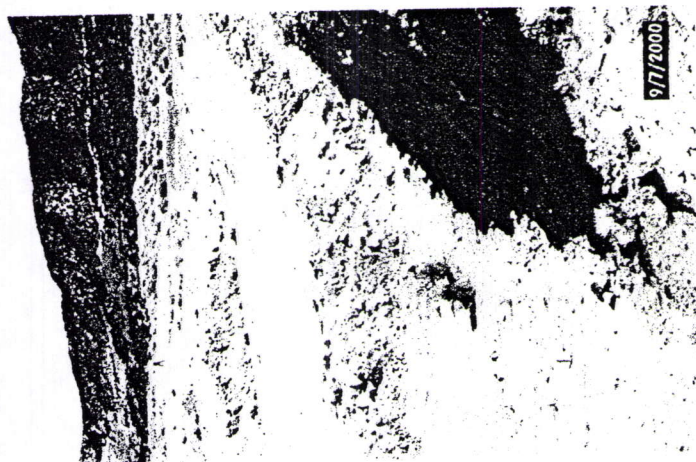
Pit & Highway
(North end)



Pit
(NE View)



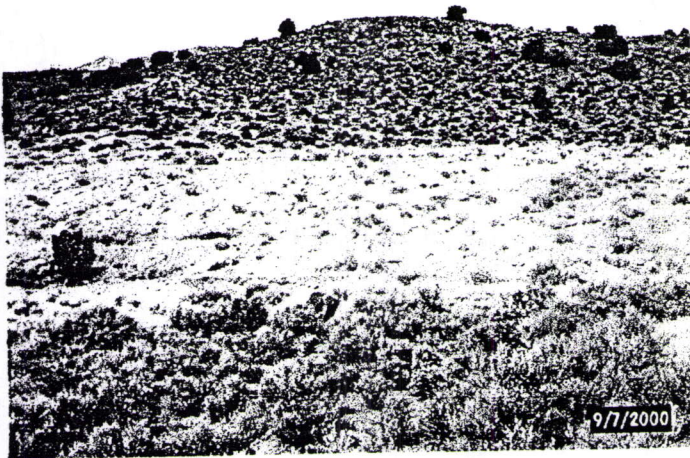
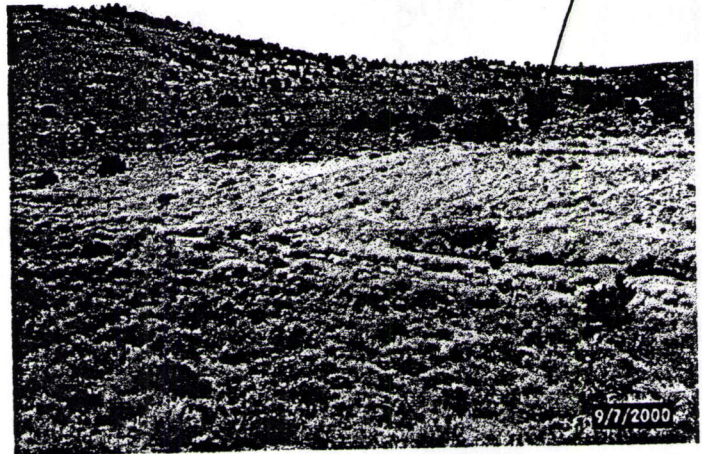
West Pit Highway



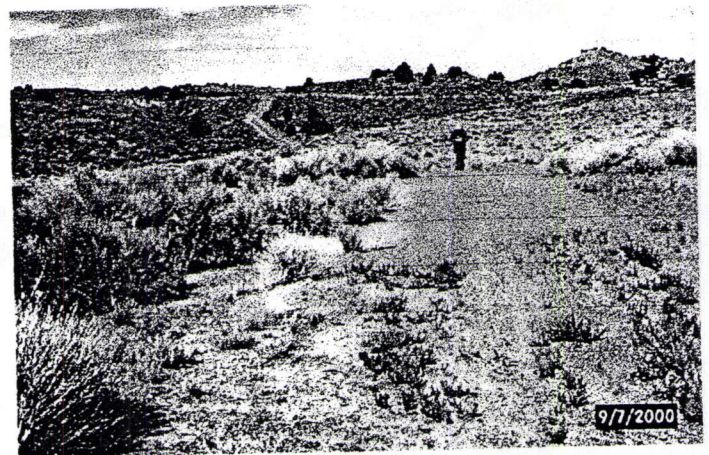
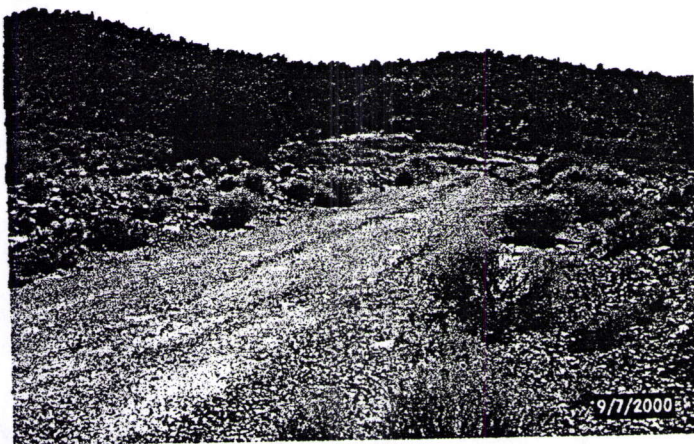
Cre (waste rock) Stockpile

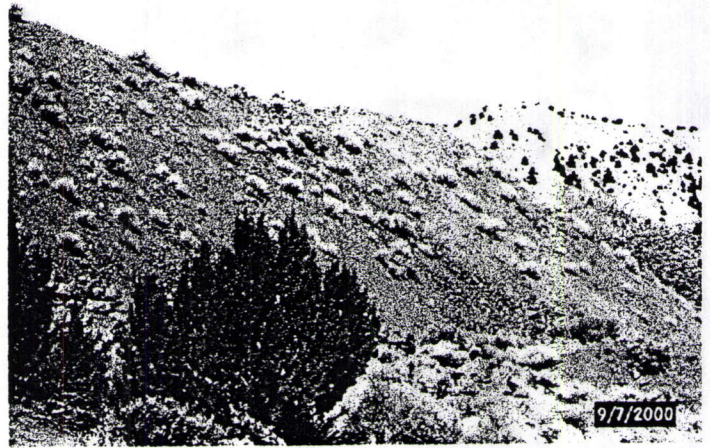
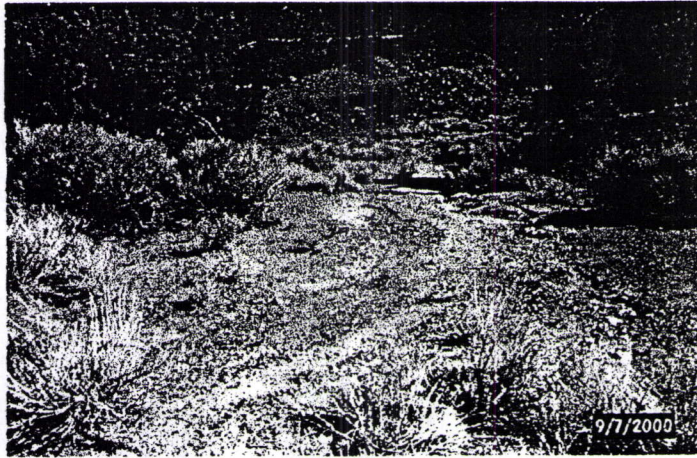


PREVIOUSLY
RECLAIMED AREA



ONE UNPLUGGED DRILL HOLE





OUTSLOPE OF DUMP



OLD DUMP OUTSLOPE FACE
(County Road in Foreground)

SURETY ESTIMATE UPDATE

IMM -Dworkia Holding LTD

Yellowhammer

M045/019

Toelle County

Prepared by Utah Division of Oil, Gas & Mining

2000

DESCRIPTION:

Previous surety estimate was \$16,600 in 1993 dollars

-Reclamation Estimate base amount calculated in 1988-\$

-This update adjusts the surety amount for escalation only.

A transfer of the mine property occurred this year and therefore the bond will be escalated to 2005 dollars

-Escalation factors through 1999 are actual Means Historical Cost Indices

-Total disturbed area = 12 ACRES

CALCULATIONS

$$F = P(1 + i)^{**n}$$

YR	ESCAL FACTOR	BOND AMOUNT
1977	0.0870	\$0
1978	0.0710	\$0
1979	0.0860	\$0
1980	0.0860	\$0
1981	0.0991	\$0
1982	0.0940	\$0
1983	0.0104	\$0
1984	0.0092	\$0
1985	0.0290	\$0
1986	0.0210	\$0
1987	0.0195	\$0
1988	0.0181	\$14,850
1989	0.0177	\$15,113
1990	0.0077	\$15,229
1991	0.0127	\$15,423
1992	0.0221	\$15,763
1993	0.0261	\$16,175
1994	0.0321	\$16,694
1995	0.0193	\$17,016
1996	0.0242	\$17,428
1997	0.0236	\$17,839
1998	0.0502	\$18,735
1999	0.0200	\$19,110
2000	0.0313	\$19,708
2001	0.0313	\$20,325
2002	0.0313	\$20,961
2003	0.0313	\$21,617
2004	0.0313	\$22,293
2005	0.0313	\$22,991

F = Future Sum

P = Present Sum

i = Escalation Factor

n = number of periods

Three Yr Average = 3.13%

Used to Project 5 Yrs

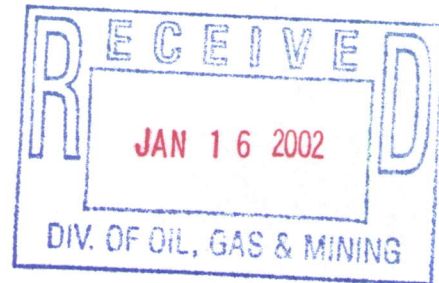
From the Year 2000

Updated Surety Amount Rounded (2005-\$)

\$23,000

** Average cost per acre = \$1,917 (\$/ACRE)

IMM-Dworkin Holdings Ltd.
23205 Mercantile Road
Beachwood, Ohio 44122
(216) 595-1740



January 10, 2002

State of Utah
Division of Oil, Gas and Mining
1594 West North Temple, Suite 210
PO Box 145801
Salt Lake City, Utah 84114-5801

To Whom It May Concern,

We are requesting a release of the Surety Bond money held in escrow for the Yellow Hammer and Kie Wit Zone mines pursuant to reclamation by IMM-Dworkin Holdings Ltd. completed on December 17, 2001 to IMM-Dworkin Holdings Ltd. The reclamation work was completed and approved by the BLM and DOGM.

IMM-Dworkin Holdings Ltd. was the "bank" or mortgagee of ACMC, and was forced to foreclose due to lack of payment, and breach of the mortgage on October 18, 1995. As of May 31, 1995 ACM was indebted to IMM-Dworkin Holdings Ltd. in the total amount of \$1,775,065.88.

As stated in the Quit Claim Deeds attached, "The undersigned, American Consolidated Mining Co., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-Dworkin Holdings Ltd . . . (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented mining claims".

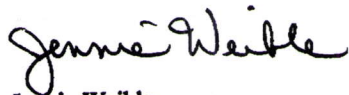
The Quit Claim Deeds further state, "To have and to hold the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property."

ACMC has not notified IMM-Dworkin Holdings Ltd. that they have paid all rental or assessment fees and taxes to the Bureau of Land Management, the State of Utah, and any other competent regulatory authority at least 30 days before due and owing, and is, therefore, in default pursuant to paragraph 9 of the Escrow Agreement, as well.

IMM-Dworkin Holdings Ltd. has paid these fees, and reclaimed the mines to the BLM and DOGM's specifications since foreclosure on the properties. We are therefore requesting release of the Surety Bond money held in escrow to IMM-Dworkin Holdings Ltd. in order to pay the reclamation crew for their reclamation work performed on these properties, at IMM-Dworkin Holdings Ltd. request, to be in compliance with the BLM and DOGM's reclamation specifications.

If you have any problems or questions, please contact us at your earliest convenience.

Best regards,

A handwritten signature in cursive script that reads "Jennie Weible". The signature is written in dark ink and is positioned above the printed name and company.

Jennie Weible
IMM-Dworkin Holdings Ltd.

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

E 116425 B 0521 P 0846
Date 13-AUG-1998 9:31am
Fee: 15.00 Check
DONNA S. MCKENDRICK, Recorder
Filed By LMO
For SCALLEY & READING PC
TOOELE COUNTY CORPORATION

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23200 Chagrin Blvd., Ste. 107, Eastwood, OH 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented mining claims located in Tooele County, Utah; Clifton Mining District:

Yellow Hammer	U.S.M.S. No. 4382
Cosmopolitan	U.S.M.S. No. 4382
Copperopolis	U.S.M.S. No. 4382
Centennial	U.S.M.S. No. 5151

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ___ day of October, 1995.

American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

YCCC Quit Claim Deed

E 116425 B 0521 P 0846
13-AUG-1998 9:31am

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23260 Chagrin Blvd, Ste. 107, Benchwood, OH 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented and lode mining claims located in Tooele County, Utah; Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of _____, 1995.

American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

E 116424 B 0521 P 0841
Date 13-AUG-1998 9:29am
Fee: 119.00 Check
DONNA S. MCKENDRICK, Recorder
Filed By LMO
For SCALLEY & READING PC
TOOELE COUNTY CORPORATION

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto INM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23200 Chagrin Blvd., Ste. 107, Beachwood, OH 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented and lode mining claims located in Tooele County, Utah; Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

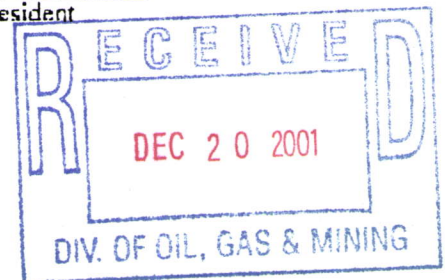
The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of _____, 1995.

American Consolidated Mining Co.

By: Steven J. Haslam

Steven J. Haslam, President



-1-

Other Mining Claims Quit Claim Deed

E 116424 B 0521 P 0841

AMERICAN CONSOLIDATED MINING CO.
"OTHER MINING CLAIMS"

<u>PATENTED CLAIMS</u>	<u>USMS NO.</u>	<u>LOT NO.</u>
REAPER 2	6251	
REAPER 3	6251	
GOLD COIN	5701	
HORSESHOE 1	6445	
REX	5701	
LUCIE L 1	5702	
LUCIE L 2	5702	
LUCIE L 3	5702	
LUCIE L 4	5702	
COPPER MTN	5702	
COPPER MTN 2	5702	
COPPER FLAT	5702	
KAFFIR	3354	
SENATOR	3354	
DOCTOR	3354	
OVERLAND		

45

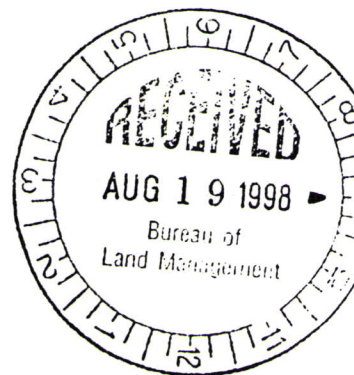


EXHIBIT A

E 116424 P 0521 P 0845

<u>LODC CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Clifton 7	280	155	022874	317850
I.P. 12	280	156	022875	317908
I.P. 47A	280	157	022876	317945
Pearl 353	280	159	022878	318075
Pearl 354	280	160	022879	318076
Pearl 355	280	161	022880	318077
Pearl 356	280	162	022881	318078
Pearl 357	280	163	022882	318079
I.P. 15	280	164	022883	317913
I.P. 53	280	165	022884	317948
I.P. 19	280	166	022885	317916
I.P. 21	280	167	022886	317919
I.P. 23	280	168	022887	317922
I.P. 25	280	169	022888	317924
I.P. 27	280	170	022889	317926
Pearl 365	280	171	022890	318080
Pearl 366	280	171A	022891	318081
Pearl 367	280	172	022892	318082
I.P. 6	280	177	022897	317901
I.P. 8	280	178	022898	317904
I.P. 10	280	179	022899	317906
I.P. 14B	280	180	022900	317912
Clifton 20	280	193	022913	317863
I.P. 11	280	195	022915	317907
I.P. 13	280	196	022916	317909
I.P. 15B	280	197	022917	317914
I.P. 7A	280	207	022927	317903
I.P. 9	280	208	022928	317905
I.P. 41	280	215	022935	317938
I.P. 39	280	216	022936	317936
I.P. 43	280	217	022937	317940
I.P. 45	280	221	022941	317943
Pearl 438A	280	222	022942	318104
I.P. 40	280	227	022947	317937
Glenda #1	280	233	022953	317840
Glenda #2	280	234	022954	317841
Glenda #3	280	235	022955	317842
Glenda #4	280	236	022956	317843
Glenda #5	280	237	022957	317844
Glenda #6	280	238	022958	317845
Gail	280	239-240	022959	317837
Silver Throne	280	241-242	022960	317836
I.P. 14A	279	529	022517	317911
I.P. 18	279	530	022518	317915
I.P. 20	279	531	022519	317917
I.P. 20A	279	532	022520	317918
I.P. 22	279	533	022521	317920

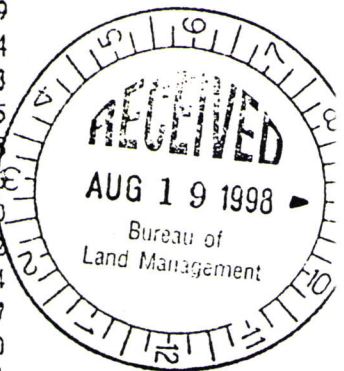


EXHIBIT A

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
I.P. 22A	279	534	022522	317921
I.P. 24	279	535	022523	317923
I.P. 26	279	536	022524	317925
I.P. 28	279	537	022525	317927
I.P. 29	279	538	022526	317928
I.P. 30	279	539	022527	317929
I.P. 31	279	540	022528	317930
I.P. 32	279	541	022529	317931
I.P. 33	279	542	022530	317932
I.P. 34	279	543	022531	317933
I.P. 35	279	544	022532	317934
I.P. 54	279	547	022535	317949
Pearl 005	279	552	022540	317954
Pearl 177	279	575	022563	317977
Pearl 178	279	576	022564	317978
Pearl 209	279	597	022585	317999
Pearl 211	279	599	022587	318001
Pearl 222	279	607	022595	318009
Pearl 222A	279	608	022596	318010
Pearl 268	279	631	022619	318033
Pearl 269	279	632	022620	318034
Pearl 270	279	633	022621	318035
Pearl 275	279	634	022622	318036
Pearl 276	279	635	022623	318037
Pearl 294	279	646	022634	318048
Pearl 295	279	647	022635	318049
Pearl 296	279	648	022636	318050
Pearl 301	279	649	022637	318051
Pearl 302	279	650	022638	318052
Pearl 333	279	663	022651	318065
Pearl 333A	279	664	022652	318066
Pearl 334	279	665	022653	318067
Pearl 334A	279	666	022654	318068
Pearl 335	279	677	022655	318069
Tower 1	279	673	022661	317846
Tower 2	279	674	022662	317847
Centennial Fraction	279	690	022678	317831
Cactus Mill Site	279	691	022679	317839

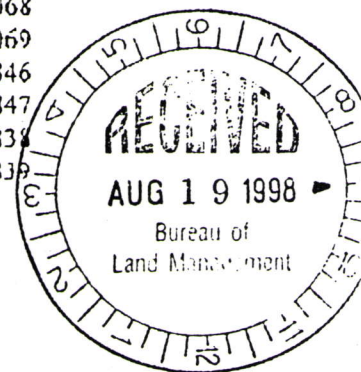


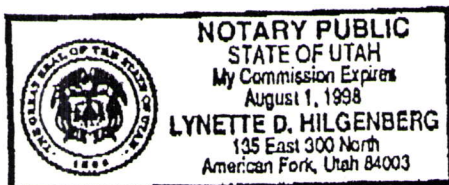
EXHIBIT A

E 116424 B 0521 P 0845

STATE OF UTAH)
COUNTY OF Utah : ss.
~~SALT LAKE~~)

On this 30th day of June, 1995, personally appeared before me Steven J. Haslam, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and that the statements contained therein are true.

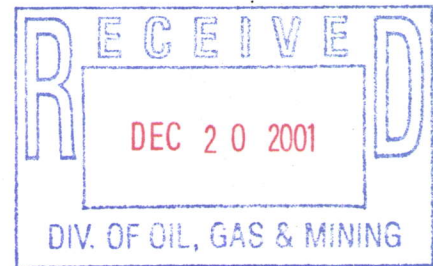
WITNESSETH MY HAND AND OFFICIAL SEAL



Lynette D. Hilgenberg
Notary Public
Residing at: American Fork Utah



AFFIDAVIT



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Philip M. Lynch, having been first duly sworn on oath, depose and state as follows:

1. I am over 18 years of age and reside at 16210 Parkland, Shaker Heights, Ohio 44120.

2. I am the Executive Vice President of International Minerals and Metals, Inc. ("IMM"), the principal place of business of which is Suite 107, One Commerce Park Square, 23210 Chagrin Boulevard, Beachwood, Ohio 44122, and have direct knowledge of the matter set forth herein.

3. IMM is the mortgagee of American Consolidated Mining Co. ("ACM"), whose principal place of business is 70 West Canyon Crest Road, Suite D, Alpine, Utah 84004, with respect to those certain patented and lode claims set forth in that certain escrow agreement ("Escrow Agreement") dated as of 18 October, 1995, and identified as the "YCCC claims" ("YCCC Claims") and the "other mining claims" ("Other Mining Claims"). A copy of the Escrow Agreement is attached hereto as Exhibit "A" and made a part hereof.

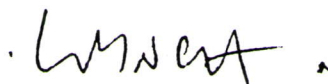
4. ACM was indebted to IMM in the total amount of \$1,775,065.68 as of May 31, 1995. The amount of the indebtedness of ACM to IMM is subject to annual increases by virtue of accruing interest. With the exception of one payment of \$250,000.00, ACM has

not made any payments to IMM whatsoever. The payment of \$250,000.00 was not made with respect to the YCCC Claims or the Other Mining Claims. Therefore, no payments have been made by the mortgagor to the mortgagee pursuant to the Escrow Agreement with respect to the YCCC Claims or the Other Mining Claims as of the date hereof. ACM is, therefore, in default of the provisions of paragraphs 4c and 5 of the Escrow Agreement.

5. ACM has not notified IMM that ACM has paid all rental or assessment fees and taxes to the Bureau of Land Management, the state of Utah, and any other competent regulatory authority at least 30 days before due and owing, and is, therefore, in default pursuant to paragraph 9 of the Escrow Agreement, as well.

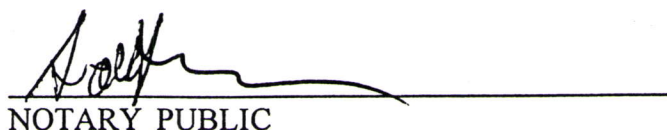
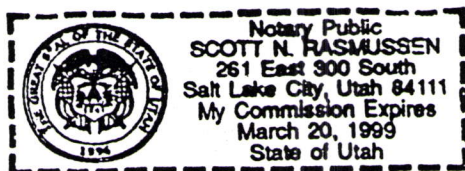
6. There may be other incidents of default under the Escrow Agreement, of which IMM is currently unaware.

Further Affiant sayeth not.



Philip M. Lynch

SUBSCRIBED AND SWORN to before me this 5th day of August, 1998.



NOTARY PUBLIC

0410 RL048106

KRUSE, LANDA & MAYCOCK, L.L.C.

EIGHTH FLOOR, BANK ONE TOWER
50 WEST BROADWAY (300 SOUTH)
SALT LAKE CITY, UTAH 84101-2034

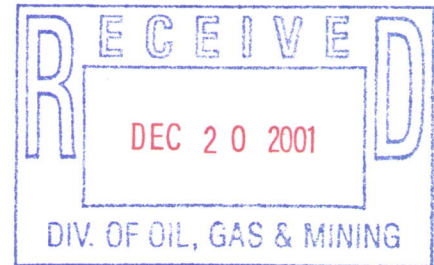
LYNDON L. RICKS

TELEPHONE: (801) 531-7090
TELECOPY: (801) 359-3954
(801) 531-9892

WRITER'S VOICE MAIL
(801) 567-2144

January 10, 1996

Philip M. Lynch
One Commerce Park Square
23200 Chagrin Boulevard, Suite 107
Beachwood, Ohio 44122



Dear Philip:

Enclosed is a copy of the Confirmation of Mortgage Agreements and Grant of Additional Mortgage entered into October 18, 1995, by American Consolidated Mining Company and Clifton Mining Company in favor of International Minerals and Metals, Inc., with recording information showing it was filed October 27, 1995, in Tooele County, Utah.

Yours very truly,

KRUSE, LANDA & MAYCOCK, L.L.C.

Lyndon L. Ricks

LLR:bd

Enclosure

KRUSE, LANDA & MAYCOCK, L.L.C.

EIGHTH FLOOR, BANK ONE TOWER
50 WEST BROADWAY (300 SOUTH)
SALT LAKE CITY, UTAH 84101-2034

ATTORNEYS AT LAW

TELEPHONE: (801) 531-7090
TELECOPY: (801) 359-3954
(801) 531-9892

October 26, 1995

Tooele County Recorder
Donna S. McKendrick
47 South Main Street
Tooele, UT 84074

Dear Ms. McKendrick:

Enclosed for recordation is a Confirmation of Mortgage Agreement and Grant of Additional Mortgage, together with a check in the amount of \$195.00. After recording the document, please return it to me at the above address. If the filing fee is incorrect, please call me collect.

Thank you for your prompt attention to this matter. Telephone me if you have any questions.

Sincerely,

KRUSE, LANDA & MAYCOCK, L.L.C.

Mary Smith
Office Administrator

MJS:tb

**CONFIRMATION OF MORTGAGE AGREEMENTS
AND GRANT OF ADDITIONAL MORTGAGE**

COPY

This Confirmation of Mortgage Agreements and Grant of Additional Mortgage ("Confirmation") is made and entered into this 18th day of October, 1995, by AMERICAN CONSOLIDATED MINING COMPANY ("ACMC"), a Utah corporation and CLIFTON MINING COMPANY ("Clifton"), an Utah corporation in favor of International Minerals and Metals, Inc. ("IMM").

WITNESSETH:

WHEREAS, ACMC hereby stipulates and agrees that the aggregate amount owing from ACMC to IMM, is \$1,775,065.68 as of May 31, 1995, with simple interest accruing thereon at the rate of twelve percent (12%) per annum, which indebtedness is secured by two separate mortgage agreements covering certain claims presently held by ACMC and Clifton, the first of which is dated March 17, 1983, and was recorded on April 21, 1983, in Book 209 at Page 705, *et seq.*, in the Office of the Tooele County Recorder ("First Mortgage"), and the second of which was dated June 24, 1986, and recorded on June 26, 1986, in Book 244 at Pages 352-365, at the Office of the Tooele County Recorder, (the "Second Mortgage"), the First and Second Mortgages are sometimes together referred to herein as the "Mortgages"; and

WHEREAS, when the Mortgages were originally executed and recorded, the unpatented mining claims subject to the Mortgages had been given certain UMC filing numbers to identify such claims; and

WHEREAS, subsequent to the recording of such Mortgages, ACMC refiled its unpatented mining claims and obtained new UMC numbers relative to such claims; and

WHEREAS, subsequent to the recording of such Mortgages and approximately at the time of refiled as described above, ACMC filed additional unpatented mining claims to overlap and supplement its previously existing unpatented mining claims for the purpose of fully perfecting its interest in all of the claimed contiguous mineral rights, which claims shall be referred to as the "Additional Mining Claims" and which are identified as follows:

<u>Lode Claims</u>	<u>UMC Number</u>
I.P. 14B	317912
I.P. 15B	317914
I.P. 20A	317918
I.P. 22A	317921
I.P. 47A	317945
Pearl 211	318001
Pearl 005	317954
Clifton 27A	317869
Flat 309A	335443
Flat 314A	335442
Flat 323A	335441
Flat 326A	317888
Flat 330A	335440

and

WHEREAS, one patented claim which was intended by the parties to be included in the Original Mortgages but was inadvertently overlooked was the Copper Mountain 2 Claim, which shall also be considered as an Additional Mining Claim; and

WHEREAS, at the time the parties executed the Mortgages, it was their true intention that the unpatented mining claims described in Exhibit A, including the Additional Mining Claims, that are currently held by ACMC should and hereby shall remain as security for repayment of the obligations secured by such Mortgages; and

WHEREAS, the patented mining claims identified in the Mortgages are unaffected by the events set forth in the foregoing recitals and are otherwise unaffected by this Confirmation but are included and described in Exhibit A to reconfirm the true intent of the parties that such patented mining claims shall continue as security for the indebtedness from ACMC to IMM as set forth in the Mortgages and shall remain effective as of the recording date of the Mortgages; and

WHEREAS, to the extent ACMC previously failed to grant to IMM a valid and perfected security interest in the Additional Mining Claims, ACMC desires to do so now; and

WHEREAS, certain of the patented and unpatented mining claims ("Clifton Claims") held by ACMC at the time of the execution of the Mortgages were transferred to Clifton in June, 1993, which transfer was acknowledged and consented to by IMM. Simultaneously with said transfer, IMM executed a Partial Release of Mortgage which remains effective and unaffected by this Confirmation and which limits the amount of indebtedness secured by the Mortgages, relative to the Clifton Claims only, to the amount of \$250,000; and

WHEREAS, certain of the unpatented mining claims which were subject to the Mortgages have been abandoned by ACMC due to the failure to pay the required annual rental fees. However, even though such claims are not listed or otherwise identified in this Confirmation, IMM affirms that it has not released any of such claims and continues to claim an interest therein to the extent that ACMC or Clifton holds such an interest; and

WHEREAS, the parties have also entered into a Settlement Agreement and Escrow Agreement dated October 18, 1995, that this Confirmation is executed simultaneously therewith, and the consideration for execution of this Agreement is in part the execution and delivery of the Settlement Agreement and Escrow Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto hereby agree as follows:

CONFIRMATION OF MORTGAGE AGREEMENTS

1. ACMC and Clifton hereby reconfirm that the mining claims, including and the Additional Mining Claims, that are attached hereto as Exhibit A and incorporated herein by this reference are and shall continue to be subject to the Mortgages until all indebtedness secured by such Mortgages has been paid in full and satisfied and that such shall be effective as of the recording date of the Mortgages.

2. Except as set forth in this Confirmation, this Confirmation is junior in priority to the Mortgages and shall not alter, amend, or change the terms, effective date, or priority of said Mortgages.

3. ACMC and Clifton hereby represent that the execution of this Confirmation is done under authority of its board of directors by a duly passed resolution authorizing the officers whose signatures are affixed hereto to execute this Confirmation, and that the execution of this Confirmation represents a bona fide and binding corporate act of ACMC and Clifton respectively.

GRANT OF MORTGAGE

4. To the extent a valid and perfected security interest in the Additional Mining Claims was not previously granted by the Mortgages, ACMC and Clifton, in consideration of the indebtedness identified herein, the execution of the Settlement Agreement and Escrow Agreement and for other good and valuable consideration, do hereby mortgage to IMM the Additional Mining Claims for the purpose of securing any and all indebtedness owing from ACMC to IMM that is presently existing or hereinafter incurred.

5. This mortgage is subject to the same terms and conditions set forth in the Mortgages.

6. ACMC and Clifton hereby represent that the execution of this mortgage is done under authority of its board of directors by a duly passed resolution authorizing the officers whose signatures are affixed hereto to execute this mortgage, and that the execution of this mortgage represents a bona fide and binding corporate act of ACMC and Clifton respectively. As to the Clifton Claims only, the Partial Release of Mortgage remains unaltered by this grant of mortgage and limits the amount of indebtedness secured by the mortgages as to the Clifton Claims, to the amount of \$250,000.

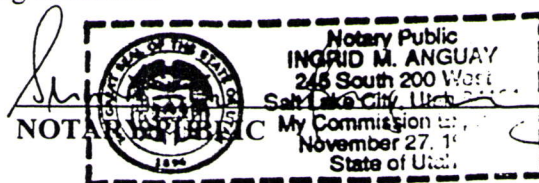
WITNESS the hand of ACMC this 18 day of October, 1995.

AMERICAN CONSOLIDATED MINING COMPANY

By Steven J. Haslam
Steven J. Haslam, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 18 day of October, 1995, personally appeared before me STEVEN J. HASLAM, who represented that he is the president of American Consolidated Mining Company and who duly acknowledged to me that he executed the foregoing document.



WITNESS the hand of Clifton this 8th day of October, 1995.

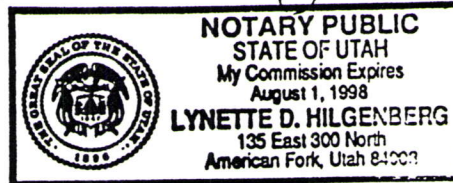
CLIFTON MINING COMPANY

By William D. Moeller
William D. Moeller, President

STATE OF UTAH)
COUNTY OF Utah : ss.
~~SALT LAKE~~)

On the 8th day of October, 1995, personally appeared before me WILLIAM D. MOELLER, who represented that he is the president of Clifton Mining Company and who duly acknowledged to me that he executed the foregoing document.

Lynette D. Hilgenberg
NOTARY PUBLIC



AMERICAN CONSOLIDATED MINING CO.

<u>PATENTED CLAIMS</u>	<u>USMS NO.</u>	<u>LOT NO.</u>
COSMOPOLITAN	4382	
COPPEROPOLIS	4382	
YELLOW HAMMER	4382	
CENTENTIAL	5151	
REAPER 2	6251	
REAPER 3	6251	
GOLD COIN	5701	
HORSESHOE 1	6445	
REX	5701	
LUCIE L 1	5702	
LUCIE L 2	5702	
LUCIE L 3	5702	
LUCIE L 4	5702	
COPPER MTN	5702	
COPPER MTN 2	5702	
COPPER FLAT	5702	
KAFFIR	3354	
SENATOR	3354	
DOCTOR	3354	
OVERLAND		45

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Clifton 7	280	155	022874	317850
I.P. 12	280	156	022875	317908
I.P. 47A	280	157	022876	317945
Pearl 353	280	159	022878	318075
Pearl 354	280	160	022879	318076
Pearl 355	280	161	022880	318077
Pearl 356	280	162	022881	318078
Pearl 357	280	163	022882	318079
I.P. 15	280	164	022883	317913
I.P. 53	280	165	022884	317948
I.P. 19	280	166	022885	317916
I.P. 21	280	167	022886	317919
I.P. 23	280	168	022887	317922
I.P. 25	280	169	022888	317924
I.P. 27	280	170	022889	317926
Pearl 365	280	171	022890	318080
Pearl 366	280	171A	022891	318081
Pearl 367	280	172	022892	318082

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
I.P. 6	280	177	022897	317901
I.P. 8	280	178	022898	317904
I.P. 10	280	179	022899	317906
I.P. 14B	280	180	022900	317912
Clifton 20	280	193	022913	317863
I.P. 11	280	195	022915	317907
I.P. 13	280	196	022916	317909
I.P. 15B	280	197	022917	317914
I.P. 7A	280	207	022927	317903
I.P. 9	280	208	022928	317905
I.P. 41	280	215	022935	317938
I.P. 39	280	216	022936	317936
I.P. 43	280	217	022937	317940
I.P. 45	280	221	022941	317942
Pearl 438A	280	222	022942	318104
I.P. 40	280	227	022947	317937
Glenda #1	280	233	022953	317840
Glenda #2	280	234	022954	317841
Glenda #3	280	235	022955	317842
Glenda #4	280	236	022956	317843
Glenda #5	280	237	022957	317844
Glenda #6	280	238	022958	317845
Gail	280	239-240	022959	317837
Silver Throne	280	241-242	022960	317836
I.P. 14A	279	529	022517	317911
I.P. 18	279	530	022518	317915
I.P. 20	279	531	022519	317917
I.P. 20A	279	532	022520	317918
I.P. 22	279	533	022521	317920
I.P. 22A	279	534	022522	317921
I.P. 24	279	535	022523	317923
I.P. 26	279	536	022524	317925
I.P. 28	279	537	022525	317927
I.P. 29	279	538	022526	317928
I.P. 30	279	539	022527	317929
I.P. 31	279	540	022528	317930
I.P. 32	279	541	022529	317931
I.P. 33	279	542	022530	317932
I.P. 34	279	543	022531	317933
I.P. 35	279	544	022532	317934
I.P. 54	279	547	022535	317949
Pearl 005	279	552	022540	317954
Pearl 177	279	575	022563	317977
Pearl 178	279	576	022564	317978
Pearl 209	279	597	022585	317999
Pearl 211	279	599	022587	318001
Pearl 222	279	607	022595	318009

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Pearl 222A	279	608	022596	318010
Pearl 268	279	631	022619	318033
Pearl 269	279	632	022620	318034
Pearl 270	279	633	022621	318035
Pearl 275	279	634	022622	318036
Pearl 276	279	635	022623	318037
Pearl 294	279	646	022634	318048
Pearl 295	279	647	022635	318049
Pearl 296	279	648	022636	318050
Pearl 301	279	649	022637	318051
Pearl 302	279	650	022638	318052
Pearl 333	279	663	022651	318065
Pearl 333A	279	664	022652	318066
Pearl 334	279	665	022653	318067
Pearl 334A	279	666	022654	318068
Pearl 335	279	677	022655	318069
Tower 1	279	673	022661	317846
Tower 2	279	674	022662	317847
Centennial Fraction	279	690	022678	317838
Cactus Mill Site	279	691	022679	317839

CLIFTON MINING COMPANY

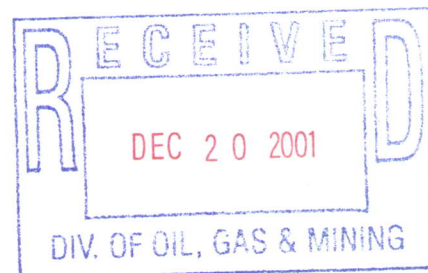
PATENTED CLAIMS

LOT AND SUR. NO.

Sunshine	LOT 67, SUR. NO. 31, 8.559 ACRES
Mt. Vernon	LOT 66, SUR. NO. 30, 16.386 ACRES
Ibapah	LOT 47, SUR. NO. 11, 19.310 ACRES, T 8 S, R 18 W, SEC. 25
Democrat	LOT 68, SUR. NO. 32, 18.170 ACRES
Calendar	LOT 68, SUR. NO. 32, 17.450 ACRES
Atlantis	LOT 44, SUR. NO. 8, 16.670 ACRES, T 8 S, R 17 W, SEC. 19
Columbia	LOT 43, SUR. NO. 7, 19.900 ACRES, T 8 S, R 17 W, SEC. 30
Iron #6	LOT 46, SUR. NO. 10, 19.610 ACRES, T 8 S, R 18 W
Fleet Wing	LOT 42, SUR. NO. 6, 15.00 ACRES, T 8 S, R 17 W, SEC. 30.19
Neptune	LOT 40, SUR. NO. 4, 19.380 ACRES, T 8 S, R 18, SEC. 36
Elephant	LOT 65, SUR. NO. 29, 10.928 ACRES
Herat Lode	LOT 39, SUR. NO. 3, 18.640 ACRES, T 8 S, R 18 W, SEC. 25
Lost Treasure Lode	LOT 41, SUR. NO. 5, T 8 S, R 18 W, 18.280 ACRES
Albany	SUR. NO. 3354, 17.101 ACRES, T 8 S, R 18 W, SEC. 24

<u>NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Clifton 8	280	176	022896	317851
Clifton 9	280	150	022868	317852
Clifton 10	280	149	022867	317853
Clifton 11	280	147	022865	317854
Clifton 12	280	148	022866	317855
Clifton 13	280	151	022869	317856
Clifton 14	280	146	022864	317857
Clifton 15	280	154	022872	317858
Clifton 16	280	152	022870	317859
Clifton 17	280	153	022871	317860
Clifton 18	280	184	022904	317861
Clifton 19	280	192	022912	317862
Clifton 21	280	214	022934	317864
Clifton 22	280	213	022933	317865
Clifton 23	280	142	022860	317866
Clifton 26	280	138	022856	317867
Clifton 27	280	143	022861	317868
Clifton 27A	280	139	022857	317869
Clifton 28	280	140	022858	317870
Clifton 29	280	225	022945	317871
Clifton 30	280	226	022946	317872
Flat 309	280	154A	022873	317878
Flat 309A	304	585	034975	335443
Flat 310	280	175	022895	317879
Flat 311	280	206	022926	317880
Flat 312	280	205	022925	317881
Flat 313	280	191	022911	317882
Flat 314	280	190	022910	317883
Flat 314A	304	586	034976	335442
Flat 323	280	210	022930	317884
Flat 323A	304	587	034977	335441
Flat 324	280	211	022931	317885
Flat 325	280	212	022932	317886
Flat 326	280	145	022863	317887
Flat 326A	280	144	022862	317888
Flat 327	280	137	022855	317889
Flat 328	280	136	022854	317890
Flat 329	280	224	022944	317891
Flat 330	280	223	022943	317892
Flat 330A	304	588-589	034978	335440

August 5, 1998



HAND-DELIVERED

Noel Hyde, Esq.
NIELSEN & SENIOR
60 East South Temple, Suite 1100
Salt Lake City, Utah 84111

RE: Notice of Default under paragraphs 4c, 5 and 9 of Escrow Agreement.

Dear Mr. Hyde:

I am transmitting herewith an original affidavit which sets forth certain defaults under that certain Escrow Agreement dated October 18, 1995 wherein Nielsen & Senior is acting as Escrow Agent. Because of the defaults described in said Affidavit, you are hereby directed to type in the name "IMM-DWORKIN HOLDINGS LTD." as the grantee on the YCCC Quit Claim Deed and the Other Mining Claims Quit Claim Deed referenced in paragraphs 4c and 5 of the Escrow Agreement, and to transmit both Quit Claim Deeds to Marlon L. Bates of Scalley & Reading, P.C. at 261 East 300 South, Suite 200, Salt Lake City, Utah 84111.

Thank you for your prompt response to this request.

Sincerely,

Philip M. Lynch
Executive Vice President
INTERNATIONAL MINERALS &
METALS, INC.

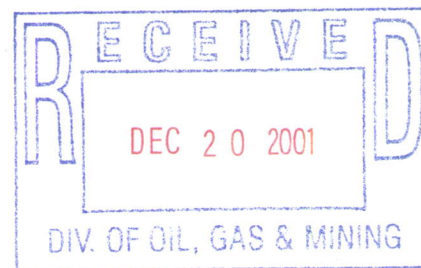
**AMERICAN CONSOLIDATED MINING CO.**

70 West Canyon Crest Rd. Suite D, Alpine UT 84004

Phone: (801) 756-1414 Fax: (801) 756-5454

August 11, 1998

Philip Lynch, Chief-In-Charge
INTER ALIA HOLDING COMPANY
One Commerce Park Square
23200 Chagrin Blvd, Suite 107
Beachwood, OH 44122



Dear Philip,

Here are three proposals for IMM-Dworkin Holdings Ltd., pursuant to the Company regaining control of its claims:

1. The Company desires to obtain an option from IMM-Dworkin Holdings Ltd., to re-purchase the claims as described in Exhibit A for the price of \$350,000 down and the remaining balance of \$1,650,000 in eighteen months.
2. A price be established for each distinguishable block of claims, identified by group names such as the Yellow Hammer Claim Group, the Lucy-L Claim Group, and the Reaper Claim Group. This would therefore, allow the Company to obtain clear of any mortgage, one group of claims at a time, as they have ability to do so.
3. The Company stock could be reverse split on a 20 to 1 basis, leaving 3.5 million shares for current shareholders, and with the stock then valued at \$0.20, all debt holders of approx. \$2.1 million-excluding loans from Clifton Mining Company (see below) would convert to shares (approximately 10.5 million shares) and the \$2.0 million in mortgages converted to 10 million shares, then the total shares outstanding would be 24 million and IMM-Dworkin would have the controlling interest in the Company with 43% of the outstanding shares with little debt remaining in the Company. This option could also preserve some of the approximate \$7.0 million in loss carryforwards.

The Company is aware, that the rights of the consensual lien on the Yellow Hammer claim group, have been assigned to Clifton Mining Company. And that Clifton Mining Company, is willing to release the consensual lien for all the rights to the Kiewit Claim Group.

Please call me at your earliest convenience, (801) 756-1414 ext 42.

Have a great day,

William D. Moeller, President & Chairman

WDM:ss

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

E 116425 B 0521 P 0846
Date 13-AUG-1998 9:31am
Fee: 15.00 Check
DONNA S. MCKENDRICK, Recorder
Filed By LMO
For SCALLEY & READING PC
TOOELE COUNTY CORPORATION

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23200 Chagrin Blvd., Ste. 107, Beachwood, OH. 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented mining claims located in Tooele County, Utah; Clifton Mining District:

Yellow Hammer	U.S.M.S. No. 4382
Cosmopolitan	U.S.M.S. No. 4382
Copperopolis	U.S.M.S. No. 4382
Centennial	U.S.M.S. No. 5151

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of October, 1995.

American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

E 116424 B 0521 P 0841
Date 13-AUG-1998 9:29am
Fee: 119.00 Check
DONNA S. MCKENDRICK, Recorder
Filed By LMO
For SCALLEY & READING PC
TOOELE COUNTY CORPORATION

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23200 Chagrin Blvd., Ste. 107, Beachwood, OH 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented and lode mining claims located in Tooele County, Utah; Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of _____, 1995.

American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

-1-

Other Mining Claims Quit Claim Deed

E 116424 B 0521 P 0841

114

LAW OFFICES

SCALLEY & READING

A PROFESSIONAL CORPORATION

SUITE 200

261 EAST 300 SOUTH

SALT LAKE CITY, UTAH 84111

FORD G. SCALLEY
J. BRUCE READING
STEVEN K. WALKENHORST
MICHAEL W. SPENCE
MARLON L. BATES
JOHN EDWARD HANSEN*
SCOTT N. RASMUSSEN*
STEVEN B. SMITH
WESLEY D. HUTCHINS
MICHAEL D. CREER
TODD D. WEILER
KAMI L. PETERSON

*ALSO ADMITTED IN WYOMING
*ALSO ADMITTED IN NEW YORK

TELEPHONE
AREA CODE 801
531-7870

FACSIMILE
AREA CODE 801
531-7868

E-MAIL:
LAW@SCALLEYREADING.COM

August 13, 1998

VIA FACSIMILE - 1 (216) 595-1741

Mr. Philip M. Lynch
INTER ALIA HOLDING COMPANY
One Commerce Park Square
23200 Chagrin Blvd., Suite 107
Beachwood, Ohio 44122

RE: Recording of Quit Claim Deeds

Dear Mr. Lynch:

I recorded the two Quit Claim Deeds in Tooele County this morning. Copies of the front pages of both are being transmitted herewith. I am also transmitting a copy of the settlement offer which I transmitted to Mr. Peterson today. I spoke with Mr. Peterson for approximately 30 minutes this morning. He was anxious to vent his frustrations with ACMC. His initial reaction to the settlement offer was that the payment was too low. Nevertheless, he said he would transmit the offer to his client and get back to me. I called Mr. Lanc and left a message on his answering machine notifying him that the Quit Claim Deeds had been recorded and were available for him to file with the BLM.

Sincerely,

SCALLEY & READING, P.C.

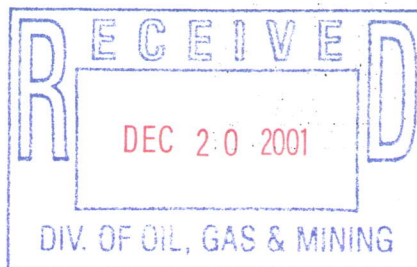


Marlon L. Bates

MLB/vm
Attachments

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101



Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto IMM-DWORKIN HOLDINGS LTD. located at One Commerce Park Square, 23200 Chagrin Blvd, Ste. 107, Beachwood, OH 44122 (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented and lode mining claims located in Tooele County, Utah; Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of _____, 1995.

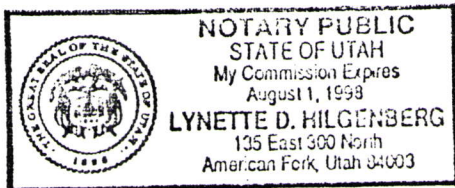
American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

STATE OF UTAH)
COUNTY OF Utah : ss.
~~SALT LAKE~~)

On this 30th day of June, 1995, personally appeared before me Steven J. Haslam, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and that the statements contained therein are true.

WITNESSETH MY HAND AND OFFICIAL SEAL



Lynette D. Hilgenberg
Notary Public
Residing at: American Fork Utah

AMERICAN CONSOLIDATED MINING CO.
"OTHER MINING CLAIMS"

<u>PATENTED CLAIMS</u>	<u>USMS NO.</u>	<u>LOT NO.</u>
REAPER 2	6251	
REAPER 3	6251	
GOLD COIN	5701	
HORSESHOE 1	6445	
REX	5701	
LUCIE L 1	5702	
LUCIE L 2	5702	
LUCIE L 3	5702	
LUCIE L 4	5702	
COPPER MTN	5702	
COPPER MTN 2	5702	
COPPER FLAT	5702	
KAFFIR	3354	
SENATOR	3354	
DOCTOR	3354	
OVERLAND		

45

EXHIBIT A

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Clifton 7	280	155	022874	317850
I.P. 12	280	156	022875	317908
I.P. 47A	280	157	022876	317945
Pearl 353	280	159	022878	318075
Pearl 354	280	160	022879	318076
Pearl 355	280	161	022880	318077
Pearl 356	280	162	022881	318078
Pearl 357	280	163	022882	318079
I.P. 15	280	164	022883	317913
I.P. 53	280	165	022884	317948
I.P. 19	280	166	022885	317916
I.P. 21	280	167	022886	317919
I.P. 23	280	168	022887	317922
I.P. 25	280	169	022888	317924
I.P. 27	280	170	022889	317926
Pearl 365	280	171	022890	318080
Pearl 366	280	171A	022891	318081
Pearl 367	280	172	022892	318082
I.P. 6	280	177	022897	317901
I.P. 8	280	178	022898	317904
I.P. 10	280	179	022899	317906
I.P. 14B	280	180	022900	317912
Clifton 20	280	193	022913	317863
I.P. 11	280	195	022915	317907
I.P. 13	280	196	022916	317909
I.P. 15B	280	197	022917	317914
I.P. 7A	280	207	022927	317903
I.P. 9	280	208	022928	317905
I.P. 41	280	215	022935	317938
I.P. 39	280	216	022936	317936
I.P. 43	280	217	022937	317940
I.P. 45	280	221	022941	317942
Pearl 438A	280	222	022942	318104
I.P. 40	280	227	022947	317937
Glenda #1	280	233	022953	317840
Glenda #2	280	234	022954	317841
Glenda #3	280	235	022955	317842
Glenda #4	280	236	022956	317843
Glenda #5	280	237	022957	317844
Glenda #6	280	238	022958	317845
Gail	280	239-240	022959	317837
Silver Throne	280	241-242	022960	317836
I.P. 14A	279	529	022517	317911
I.P. 18	279	530	022518	317915
I.P. 20	279	531	022519	317917
I.P. 20A	279	532	022520	317918
I.P. 22	279	533	022521	317920

EXHIBIT A

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
I.P. 22A	279	534	022522	317921
I.P. 24	279	535	022523	317923
I.P. 26	279	536	022524	317925
I.P. 28	279	537	022525	317927
I.P. 29	279	538	022526	317928
I.P. 30	279	539	022527	317929
I.P. 31	279	540	022528	317930
I.P. 32	279	541	022529	317931
I.P. 33	279	542	022530	317932
I.P. 34	279	543	022531	317933
I.P. 35	279	544	022532	317934
I.P. 54	279	547	022535	317949
Pearl 005	279	552	022540	317954
Pearl 177	279	575	022563	317977
Pearl 178	279	576	022564	317978
Pearl 209	279	597	022585	317999
Pearl 211	279	599	022587	318001
Pearl 222	279	607	022595	318009
Pearl 222A	279	608	022596	318010
Pearl 268	279	631	022619	318033
Pearl 269	279	632	022620	318034
Pearl 270	279	633	022621	318035
Pearl 275	279	634	022622	318036
Pearl 276	279	635	022623	318037
Pearl 294	279	646	022634	318048
Pearl 295	279	647	022635	318049
Pearl 296	279	648	022636	318050
Pearl 301	279	649	022637	318051
Pearl 302	279	650	022638	318052
Pearl 333	279	663	022651	318065
Pearl 333A	279	664	022652	318066
Pearl 334	279	665	022653	318067
Pearl 334A	279	666	022654	318068
Pearl 335	279	677	022655	318069
Tower 1	279	673	022661	317846
Tower 2	279	674	022662	317847
Centennial Fraction	279	690	022678	317838
Cactus Mill Site	279	691	022679	317839

EXHIBIT A

ESCROW AGREEMENT

This ESCROW AGREEMENT is made and entered into to be effective this 18th day of October, 1995, by and among Nielsen & Senior ("Escrow Agent"), American Consolidated Mining Co. (sometimes separately referred to as "ACMC"), a Utah corporation, Clifton Mining Company, a Utah corporation (sometimes separately referred to as "Clifton") (together ACMC and Clifton are sometimes referred to herein as the "ACMC Group"), Arne's America, a Utah corporation, (referred to herein as "Arne's"), William D. Moeller/Moeller Family Trust, Steven J. Haslam, William T. Chandler (together referred to herein as the "Moeller Group"), International Minerals and Metals, Inc., an Ohio corporation (referred to herein as "IMM").

WITNESSETH:

WHEREAS, certain of the parties to this Escrow Agreement have simultaneously entered into a Settlement Agreement of even date herewith (the "Settlement Agreement") relative to certain claims among said parties; and

WHEREAS, this Escrow Agreement is entered into among the parties hereto as one of the conditions upon which the Settlement Agreement was entered into. Capitalized terms used in this Escrow Agreement shall have the meanings ascribed to such capitalized terms in the Settlement Agreement unless otherwise specified in this Escrow Agreement; and

WHEREAS, the Moeller Group is constituted by persons who are or were officers or directors of ACMC or shareholders of ACMC and has sufficient interest in the success of ACMC that each of its members is willing to execute the release of lien as described hereafter and acknowledges that sufficient consideration exists therefore; and

WHEREAS, Messrs. Douglas G. Marriott and John DeNiro/DeNiro & Thorne, Accountants, previously filed a release of lien similar to that being executed by the Moeller Group, copies of which have been reviewed by and to the satisfaction of each of the parties hereto; and

WHEREAS, ACMC, IMM and the Moeller Group hereby stipulate and agree that the aggregate amount owing from ACMC to IMM is \$1,775,065.68 as of May 31, 1995, with simple interest accruing thereon at the rate of twelve percent (12%) per annum, which indebtedness is secured by two separate mortgage agreements covering certain claims presently held by ACMC and by Clifton, the first of which is dated March 17, 1983, and was recorded on April 21, 1983, in Book 209 at Page 705, *et seq.*, in the Office of the Tooele County Recorder, and the second of which was dated June 24, 1986, and recorded on June 26, 1986, in Book 244 at Pages 352-365, at the Office of the Tooele County Recorder (the "IMM Mortgages"). Arne's acknowledges and agrees that ACMC is indebted to IMM and that such indebtedness is secured as described above but has not independently verified the amount of such indebtedness; and

WHEREAS, the mining claims held by Clifton are subject to the same mortgages to IMM as are identified and described in the immediately preceding paragraph but the indebtedness of ACMC to IMM secured thereby is limited to the amount of \$250,000; and

WHEREAS, the parties hereto desire to retain Escrow Agent to hold and deal with the deeds and releases pursuant to the instructions contained in this Escrow Agreement; and

WHEREAS, the Escrow Agent has agreed to serve as escrow agent and perform the duties and responsibilities identified herein in exchange for the consideration identified herein.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereby agree as follows:

1. ACMC shall execute and deliver to the Escrow Agent the quit claim deeds in the forms attached hereto as Exhibits "A" and "B" relative to the YCCC Claims and the Other Mining Claims and the Escrow Agent shall hold and deal with such quit claim deeds as provided for herein. Such deeds shall be referred to herein as the YCCC Quit Claim Deed and the Other Mining Claims Quit Claim Deed respectively and sometimes together referred to as the "Deeds."

2. The Moeller Group shall execute and deliver to the Escrow Agent the Release of Lien (the "Moeller Release") in the form attached hereto as Exhibit "C" and the Escrow Agent shall hold and deal with such Moeller Release as provided for herein.

3. Arne's shall execute and deliver to the Escrow Agent the Release of Lien (the "Arne's Release") in the form attached hereto as Exhibit "D" and the Escrow Agent shall hold and deal with such Arne's Release as provided for herein.

4. The YCCC Quit Claim Deed shall initially be held by the Escrow Agent with the name of Grantee being left blank. The Escrow Agent shall hold and deal with the YCCC Quit Claim Deed and Arne's Release as follows:

a. The Escrow Agent shall type in the name of Arne's America as Grantee and deliver the completed YCCC Quit Claim Deed, and the Arne's Release, to Arne's designated representative in the event that (1) Arne's claims against ACMC are accelerated as a result of a default by ACMC under the terms of the Settlement Agreement as set forth in paragraph 11 of such Agreement, and (2) the priority of Arne's lien against the mining claims identified in the YCCC Quit Claim Deed is confirmed to the Escrow Agent either by a mutual agreement between Arne's and IMM or by entry of a court order determining the lien priority dispute between Arne's and IMM in favor of Arne's.

b. The Escrow Agent shall type in the name of International Minerals and Metals, Inc. as Grantee (or such other name as IMM then directs), and deliver the completed YCCC Quit Claim Deed, and the Arne's Release, to IMM's designated representative in the event that (1) Arne's claims against ACMC are accelerated as a result of a default by ACMC under the terms of the Settlement Agreement as set forth in paragraph 11 of such Agreement, and (2) the priority of IMM's lien against the mining claims identified in the YCCC Quit Claim Deed is confirmed to the Escrow Agent either by a mutual agreement between Arne's and IMM or by entry of a court order determining the lien priority dispute between Arne's and IMM in favor of IMM.

c. In the event that the YCCC Quit Claim Deed is not delivered to either Arne's or IMM pursuant to the terms of paragraphs 4a or 4b above on or before January 15, 1998, the YCCC Quit Claim Deed shall nonetheless remain in escrow until ACMC has completed repayment to IMM of all amounts owed to IMM and IMM has released all of its mortgages. In the event ACMC has completed repayment to IMM as certified to Escrow Agent by IMM either in writing or by copies of the recorded Release of Mortgages filed by IMM, the YCCC Quit Claim Deed shall then be returned to ACMC.

In the event ACMC has not completed repayment to IMM on or before June 1, 1998, or otherwise defaults under the IMM Mortgages, the Escrow Agent shall type the name of International Minerals and Metals, Inc. (or such other name as IMM then directs), as Grantee on such YCCC Quit Claim Deed and deliver the same to IMM upon receipt by the Escrow Agent of an affidavit from IMM to the effect that ACMC has not timely paid such amounts or is otherwise in default.

5. In the event that Arne's claims against ACMC are accelerated as a result of a default by ACMC under the terms of the Settlement Agreement as set forth in paragraph 11 of such Agreement, or if ACMC is otherwise in default pursuant to the mortgage agreements with IMM, the Escrow Agent shall type the name of International Minerals and Metals, Inc. (or such other name as IMM then directs), as Grantee on such Other Mining Claims Quit Claim Deed. In the event that the Other Mining Claims Quit Claim Deed is not deliverable pursuant to the terms of the immediately preceding sentence on or before January 15, 1998, the Other Mining Claims Quit Claim Deed shall nonetheless remain in escrow until ACMC has completed repayment to IMM of all amounts owed to IMM and IMM has released all of its mortgages. In the event ACMC has completed repayment to IMM as certified to Escrow Agent by IMM and either in writing or by copies of the recorded Release of Mortgages filed by IMM, the Other Mining Claims Quit Claim Deed shall then be returned to ACMC. In the event ACMC has not completed repayment to IMM on or before June 1, 1998, or otherwise defaults under the IMM Mortgages, the Escrow Agent shall deliver the Other Mining Claims Quit Claim Deed to IMM (or its designated party) upon receipt by the Escrow Agent of an affidavit from IMM to the effect that ACMC has not timely paid such amounts or is otherwise in default. The provisions of paragraphs 4.c and 5 may be subsequently modified by mutual written agreement between ACMC and IMM without the necessity of obtaining the consent of any other party to this Agreement.

6. The Escrow Agent shall hold the Moeller Release and the Arne's Release until such time as the Escrow Agent is required to deliver either of the YCCC Quit Claim Deed or Other Mining Claims Quit Claim Deed to either Arne's or IMM (or its designated party) pursuant to the other provisions of this Escrow Agreement. Immediately prior to the delivery by Escrow Agent of the YCCC Quit Claim Deed or Other Mining Claims Quit Claim Deed to Arne's or IMM (or its designated party), the Escrow Agent shall cause the Moeller Release to be recorded in the Office of the Tooele County Recorder and shall then deliver such Deeds and the Arne's Release to Arne's or IMM (or its designated party), as instructed by the other provisions of this Escrow Agreement. In the event ACMC completes its obligations to Arne's pursuant to the Settlement Agreement and completes its repayment obligations to IMM and is otherwise entitled to the return of the YCCC Quit Claim Deed and the Other Mining Claims Quit Claim Deed, as certified by an affidavit to that effect from ACMC to Escrow Agent, Escrow Agent shall deliver the Moeller Release to William D. Moeller as agent for the Moeller Group and shall cause the Arne's Release to be recorded in the Office of the Tooele County Recorder.

7. In the event that Arne's or IMM determines, for whatever reason, not to accept delivery and title pursuant to the YCCC Quit Claim Deed or the Other Mining Claims Quit Claim Deed, Arne's or IMM (or its designated party) may, after receipt thereof from the Escrow Agent, deliver to ACMC the original deed in the form in which such was delivered to Arne's or IMM (or its designated party), and such shall be construed as though neither Arne's nor IMM (or its designated party) appeared in the chain of title relative to the mining claims which were the subject of such Deeds.

8. In the event of delivery of the Other Mining Claims Quit Claim Deed to IMM (or its designated party) pursuant to this Escrow Agreement, the value of the Other Mining Claims subject to such deed is hereby agreed among the parties to be \$100,000 and the Mortgages shall then remain outstanding and shall continue to be secured by the Clifton Claims as set forth hereinabove.

9. ACMC hereby represents and warrants that it shall, during the term of this Escrow Agreement, timely pay all assessment fees and taxes assessed against the YCCC Mining Claims to the State of Utah, and any other competent taxing authority at least thirty (30) days before due, and provide evidence of such payment to Arne's and IMM. Failure to comply with the first sentence of this paragraph 9 by ACMC shall constitute a default under the Settlement Agreement and this Escrow Agreement and entitle Arne's and IMM to accelerate any obligations owing and to thereafter direct the Escrow Agent to release the YCCC Quit Claim Deed as otherwise provided for in this Escrow Agreement. ACMC further represents and warrants that it shall, during the term of this Escrow Agreement, use its best efforts to obtain and/or maintain its environmental bond, permits, and liability and general insurance coverage on its Other Mining Claims and keep such claims in good standing by timely paying all rental or assessment fees and taxes to the Bureau of Land Management, the State of Utah, and any other competent regulatory authority at least thirty (30) days before due, and provide evidence of such payment to IMM. In the event ACMC shall be unable to timely pay all taxes or fees on any or all of its Other Mining Claims, it shall give notice to IMM of such inability at least thirty (30) days before due and shall, if such payments are made by IMM, immediately execute and deliver a quit claim deed to IMM (or its designated party) relative to the claims for which such payment is made by IMM. Legal title to the mining claims which are the subject of the Deeds shall remain in ACMC prior to delivery thereof by the Escrow Agent to Arne's or IMM (or its designated party) pursuant to the terms of this Escrow Agreement.

10. Arne's hereby acknowledges and agrees that it has no interest, and hereby releases any interest, in the mining claims which are identified and described in the Other Mining Claims Quit Claim Deed or the mining claims held by Clifton.

11. The rights of Arne's and IMM pursuant to this Escrow Agreement may be assigned by them in their sole discretion to any person or entity whether or not a party to this Agreement and without the consent of any other party to this Agreement.

12. The Escrow Agent is not a party to and is not bound by any agreements between the Company, the Holders or any other party which may be evidenced by or arise out of the foregoing instructions.

13. The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of any instrument deposited with it hereunder, or with respect to the form of execution of the same, or the identity, authority or rights of any person executing or depositing the same.

14. The Escrow Agent is named as depository only and has not passed in any way upon the merits or qualifications of the repurchase transaction and makes no recommendation with regard to participation therein.

15. The fee for the Escrow Agent's services herein shall be paid for by ACMC. The fee agreed upon for services rendered hereunder is intended as full compensation for the Escrow Agent's service as contemplated by this Agreement. However, in the event that the conditions of this Agreement are not fulfilled, or the Escrow Agent renders any material service not contemplated by the Agreement, or there is any assignment of interest in the subject matter of this Agreement or any material modification thereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to or justifiably intervenes in any litigation pertaining to this Agreement, or the subject matter hereof, the Escrow Agent shall be reasonably compensated for such extraordinary expenses, including reasonable attorney's fees or fees occasioned by any delay, controversy, litigation or event, and the same shall be paid by, and may be recoverable from, the losing party which was involved in such material controversy.

16. After the distribution of the Deeds and Releases from escrow pursuant to the instructions contained herein, the duties and responsibilities of the Escrow Agent shall cease and terminate.

17. This Escrow Agreement may be executed in several original counterparts, each of which shall be deemed an original.

DATED this 18th day of October, 1995.

NIELSEN & SENIOR

By Thas S. Nielsen
Its Sec.

ACMC GROUP

American Consolidated Mining Co.

By Steven J. Haslam
Its President

Clifton Mining Company

By William D. Moeller
Its President

ARNE'S AMERICA

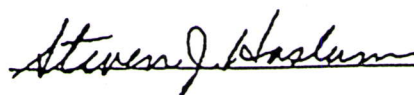
By Thomas Arne
Its Arne

MOELLER GROUP

William D. Moeller/Moeller Family Trust

By William D. Moeller
Its William D. Moeller, President
Moeller Family Trust

Steven J. Haslam

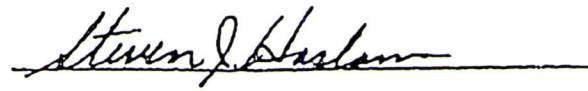
_____

William T. Chandler

INTERNATIONAL MINERALS AND
METALS, INC.

By _____
Its _____

Steven J. Haslam

A handwritten signature in dark ink, appearing to read "Steven J. Haslam", written over a horizontal line.

William T. Chandler

A handwritten signature in dark ink, appearing to read "William T. Chandler", written over a horizontal line.

INTERNATIONAL MINERALS AND
METALS, INC.

By _____
Its _____

SENT BY:
SENT BY:

6-18-98 ; 5:24PM ; Kruse, Landa & Maycock
6-15-95 ; 1:31PM ; Kruse, Landa & Maycock

12165951741:#10/30
210 555 1/41:#11/20

Steven J. Haslam

William T. Chandler

INTERNATIONAL MINERALS AND
METALS, INC.

By Lynett
Its Chairman

WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Fighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto _____ located at _____ (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented mining claims located in Tooele County, Utah; Clifton Mining District:

Yellow Hammer	U.S.M.S. No. 4382
Cosmopolitan	U.S.M.S. No. 4382
Copperopolis	U.S.M.S. No. 4382
Centennial	U.S.M.S. No. 5151

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of October, 1995.

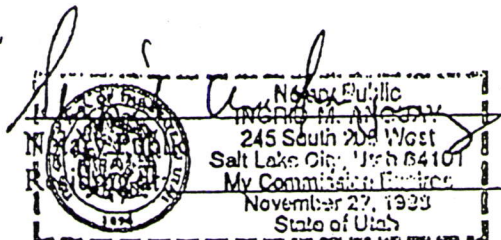
American Consolidated Mining Co.

By: Steven J. Haslam
Steven J. Haslam, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 18 day of October, 1995, personally appeared before me Steven J. Haslam, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and that the statements contained therein are true.

WITNESSETH MY HAND AND OFFICIAL SEAL



WHEN RECORDED, RETURN TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

Space Above for Recorder's Use

QUIT CLAIM DEED

The undersigned, AMERICAN CONSOLIDATED MINING CO., a Utah corporation (hereinafter referred to as the "Grantor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns, transfers, conveys, quit claims, and set over unto _____ located at _____ (hereinafter referred to as the "Grantee"), all of its right, title, and interest in and to the following patented and lode mining claims located in Tooele County, Utah; Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever, with power at its own expense to receive, collect, enforce, and sue for the same, for its own use and benefit, in any actions or proceedings in the name of the Grantor or otherwise and take all such legal steps as may be necessary for the complete recovery of the assigned property.

The Grantor does hereby covenant that it will, at any time and from time to time at the request of the Grantee, execute and deliver to it any new or confirmatory instrument and all other and further instruments necessary or convenient which the Grantee is assigned by the terms hereof.

DATED this ____ day of _____, 1995.

American Consolidated Mining Co.

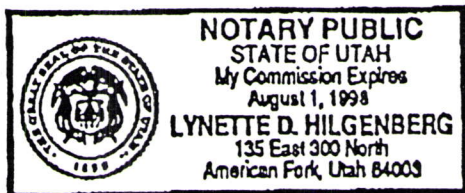
By: Steven J. Haslam
Steven J. Haslam, President

STATE OF UTAH)

COUNTY OF Utah : ss.
~~Salt Lake~~)

On this 30th day of June, 1995, personally appeared before me Steven J. Haslam, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and that the statements contained therein are true.

WITNESSETH MY HAND AND OFFICIAL SEAL



Lynette D. Hilgenberg
Notary Public
Residing at: American Fork Utah

AMERICAN CONSOLIDATED MINING CO.
"OTHER MINING CLAIMS"

<u>PATENTED CLAIMS</u>	<u>USMS NO.</u>	<u>LOT NO.</u>
REAPER 2	6251	
REAPER 3	6251	
GOLD COIN	5701	
HORSESHOE 1	6445	
REX	5701	
LUCIE L 1	5702	
LUCIE L 2	5702	
LUCIE L 3	5702	
LUCIE L 4	5702	
COPPER MTN	5702	
COPPER MTN 2	5702	
COPPER FLAT	5702	
KAFFIR	3354	
SENATOR	3354	
DOCTOR	3354	
OVERLAND		

45

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
Clifton 7	280	155	022874	317850
I.P. 12	280	156	022875	317908
I.P. 47A	280	157	022876	317945
Pearl 353	280	159	022878	318075
Pearl 354	280	160	022879	318076
Pearl 355	280	161	022880	318077
Pearl 356	280	162	022881	318078
Pearl 357	280	163	022882	318079
I.P. 15	280	164	022883	317913
I.P. 53	280	165	022884	317948
I.P. 19	280	166	022885	317916
I.P. 21	280	167	022886	317919
I.P. 23	280	168	022887	317922
I.P. 25	280	169	022888	317924
I.P. 27	280	170	022889	317926
Pearl 365	280	171	022890	318080
Pearl 366	280	171A	022891	318081
Pearl 367	280	172	022892	318082
I.P. 6	280	177	022897	317901
I.P. 8	280	178	022898	317904
I.P. 10	280	179	022899	317906
I.P. 14B	280	180	022900	317912
Clifton 20	280	193	022913	317863
I.P. 11	280	195	022915	317907
I.P. 13	280	196	022916	317909
I.P. 15B	280	197	022917	317914
I.P. 7A	280	207	022927	317903
I.P. 9	280	208	022928	317905
I.P. 41	280	215	022935	317938
I.P. 39	280	216	022936	317936
I.P. 43	280	217	022937	317940
I.P. 45	280	221	022941	317942
Pearl 438A	280	222	022942	318104
I.P. 40	280	227	022947	317937
Glenda #1	280	233	022953	317840
Glenda #2	280	234	022954	317841
Glenda #3	280	235	022955	317842
Glenda #4	280	236	022956	317843
Glenda #5	280	237	022957	317844
Glenda #6	280	238	022958	317845
Gail	280	239-240	022959	317837
Silver Throne	280	241-242	022960	317836
I.P. 14A	279	529	022517	317911
I.P. 18	279	530	022518	317915
I.P. 20	279	531	022519	317917
I.P. 20A	279	532	022520	317918
I.P. 22	279	533	022521	317920

<u>LODE CLAIMS</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>	<u>UMC NO.</u>
I.P. 22A	279	534	022522	317921
I.P. 24	279	535	022523	317923
I.P. 26	279	536	022524	317925
I.P. 28	279	537	022525	317927
I.P. 29	279	538	022526	317928
I.P. 30	279	539	022527	317929
I.P. 31	279	540	022528	317930
I.P. 32	279	541	022529	317931
I.P. 33	279	542	022530	317932
I.P. 34	279	543	022531	317933
I.P. 35	279	544	022532	317934
I.P. 54	279	547	022535	317949
Pearl 005	279	552	022540	317954
Pearl 177	279	575	022563	317977
Pearl 178	279	576	022564	317978
Pearl 209	279	597	022585	317999
Pearl 211	279	599	022587	318001
Pearl 222	279	607	022595	318009
Pearl 222A	279	608	022596	318010
Pearl 268	279	631	022619	318033
Pearl 269	279	632	022620	318034
Pearl 270	279	633	022621	318035
Pearl 275	279	634	022622	318036
Pearl 276	279	635	022623	318037
Pearl 294	279	646	022634	318048
Pearl 295	279	647	022635	318049
Pearl 296	279	648	022636	318050
Pearl 301	279	649	022637	318051
Pearl 302	279	650	022638	318052
Pearl 333	279	663	022651	318065
Pearl 333A	279	664	022652	318066
Pearl 334	279	665	022653	318067
Pearl 334A	279	666	022654	318068
Pearl 335	279	677	022655	318069
Tower 1	279	673	022661	317846
Tower 2	279	674	022662	317847
Centennial Fraction	279	690	022678	317838
Cactus Mill Site	279	691	022679	317839

WHEN RECORDED MAIL TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

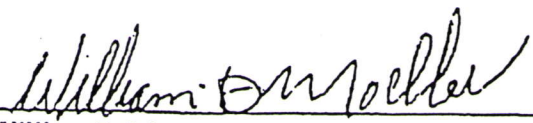
RELEASE OF LIEN

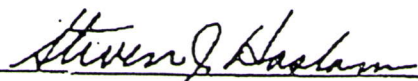
KNOW ALL MEN BY THESE PRESENTS:

For valuable consideration, receipt of which is hereby acknowledged, the undersigned persons, do hereby release, satisfy and discharge that certain notice of lien dated August 29, 1989, and recorded in the office of the County Recorder of Tooele County, State of Utah, as Entry No. 28494, in Book 291, Pages 365 - 373, against the following described patented and lode mining claims located in Tooele County, Utah, Clifton Mining District:

The Mining Claims located in the Clifton Mining District, County of Tooele, State of Utah, as more specifically described and listed on Exhibit A attached hereto, filed concurrently herewith, and fully incorporated herein by this reference.

DATED this 18 day of October, 1995.


William D. Moeller


Steven J. Haslam

William T. Chandler

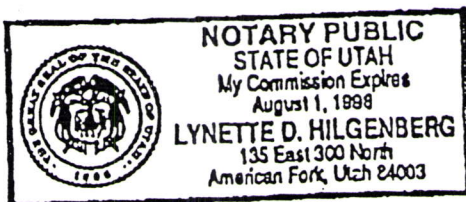
MOELLER FAMILY TRUST

By 
William T. Chandler

_____, Trustee

STATE OF UTAH)
)
 : ss.
 County of Utah)

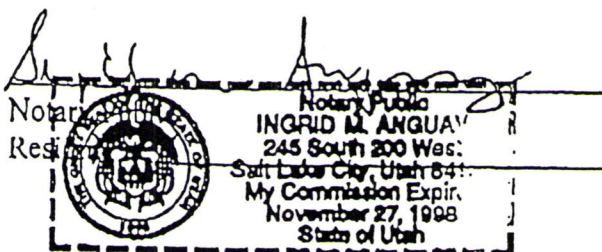
On the 18th day of October, A.D. 1995, personally appeared before me WILLIAM D. MOELLER, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Lynette D. Hilgenberg
 Notary Public
 Residing at: Utah County

STATE OF UTAH)
)
 : ss.
 County of Salt Lake)

On the 18 day of October, A.D. 1995, personally appeared before me STEVEN J. HASLAM, the signer of the within instrument, who duly acknowledged to me that he executed the same.



STATE OF UTAH)
: ss.
County of _____)

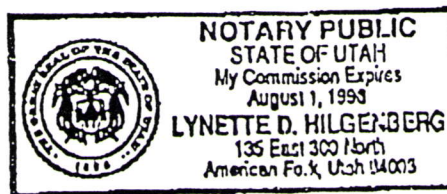
On the ____ day of October, A.D. 1995, personally appeared before me WILLIAM T. CHANDLER, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public
Residing at: _____

STATE OF UTAH)
: ss.
County of Utah)

On the 16th day of October, A.D. 1995, personally appeared before me Teresa Mueller, Trustee, on behalf of MOELLER FAMILY TRUST, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Lynette D Hilgenberg
Notary Public
Residing at Utah County



PROOF OF ANNUAL LABOR

State of Utah

County of Salt Lake

ss.

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
Flat 328	280	136	022854	317890
Flat 327	280	137	022855	317889
Clifton 26	280	138	022856	317886
Clifton 27A	280	139	022857	317867
Clifton 28	280	140	022858	317869
I.P. 44	280	141	022859	317870
Clifton 23	280	142	022860	317941
Clifton 27	280	143	022861	317866
Flat 326A	280	144	022862	317868
Flat 326	280	145	022863	317888
Clifton 14	280	146	022864	317887
Clifton 11	280	147	022865	317857
Clifton 12	280	148	022866	317854
Clifton 10	280	149	022867	317855
Clifton 9	280	150	022868	317853
Clifton 13	280	151	022869	317852
Clifton 16	280	152	022870	317856
Clifton 17	280	153	022871	317859
Clifton 19	280	154	022872	317860
Flat 309	280	154A	022873	317858
Clifton 7	280	155	022874	317878
I.P. 12	280	156	022875	317860
I.P. 47A	280	157	022876	317508
I.P. 47	280	158	022877	317945
Pearl 353	280	159	022878	317944
Pearl 354	280	160	022879	318075
Pearl 355	280	161	022880	318076
Pearl 356	280	162	022881	318077
Pearl 357	280	163	022882	318078
I.P. 15	280	164	022883	318079
I.P. 53	280	165	022884	317913
I.P. 19	280	166	022885	317948
I.P. 21	280	167	022886	317916
I.P. 23	280	168	022887	317915
I.P. 25	280	169	022888	317922
I.P. 27	280	170	022889	317924
Pearl 365	280	171	022890	317926
Pearl 366	280	171A	022891	318080
Pearl 367	280	172	022892	318081
Pearl 368	280	173	022893	318082
Pearl 369	280	174	022894	318083
Flat 310	280	175	022895	318084
Clifton 8	280	176	022896	317879
I.P. 6	280	177	022897	317851
I.P. 8	280	178	022898	317901
I.P. 10	280	179	022899	317904
I.P. 14B	280	180	022900	317906
Pearl 398	280	181	022901	317912
Pearl 399	280	182	022902	318085

RECORDED AT THE REQUEST OF
Alfred H. Landa
 DATE 6-29-89 TIME 2:08
 BOOK 291 OF RECORDS PAGE 353 OF 6300
 DONNA S. MCKENDRICK TOOELE COUNTY RECORDER
 Tooele County Recorder
 DONNA S. MCKENDRICK

PROOF OF ANNUAL LABCA

State of Utah)
) ss.
 County of Salt Lake)

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>JMC No.</u>
Clifton 18	280	184	022904	317861
Pearl 401	280	185	022905	318088
Pearl 402	280	186	022906	318089
Pearl 403	280	187	022907	318090
Pearl 404	280	188	022908	318091
Pearl 405	280	189	022909	318092
Flat 314	280	190	022910	317883
Flat 313	280	191	022911	317882
Clifton 19	280	192	022912	317862
Clifton 20	280	193	022913	317863
I.P. 7	280	194	022914	317902
I.P. 11	280	195	022915	317907
I.P. 13	280	196	022916	317909
I.P. 15B	280	197	022917	317914
Pearl 428	280	198	022918	318093
Pearl 429	280	199	022919	318094
Pearl 430	280	200	022920	318095
Pearl 432	280	201	022921	318096
Pearl 433	280	202	022922	318098
Pearl 434	280	203	022923	318099
Pearl 435	280	204	022924	318100
Flat 312	280	205	022925	317881
Flat 311	280	206	022926	317880
I.P. 7A	280	207	022927	317903
I.P. 9	280	208	022928	317905
Pearl 432A	280	209	022929	318097
Flat 323	280	210	022930	317884
Flat 324	280	211	022931	317885
Flat 325	280	212	022932	317886
Clifton 22	280	213	022933	317865
Clifton 21	280	214	022934	317864
I.P. 41	280	215	022935	317938
I.P. 39	280	216	022936	317936
I.P. 43	280	217	022937	317940
Pearl 438	280	218	022938	318103
Pearl 440	280	219	022939	318106
Pearl 436	280	220	022940	318101
I.P. 45	280	221	022941	317942
Pearl 438A	280	222	022942	318104
Flat 330	280	223	022943	317992
Flat 329	280	224	022944	317891
Clifton 29	280	225	022945	317871
Clifton 30	280	226	022946	317872
I.P. 40	280	227	022947	317937
I.P. 35	280	228	022948	317935
I.P. 42	280	229	022949	317939
I.P. 46	280	230	022950	317943
Pearl 437	280	231	022951	318102
Pearl 439	280	232	022952	318105

State of Utah)
) ss.
County of Salt Lake)

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
Glenda #2	280	234	022954	317841
Glenda #3	280	235	022955	317842
Glenda #4	280	236	022956	317843
Glenda #5	280	237	022957	317844
Glenda #6	280	238	022958	317845
Gail	280	239-240	022959	317937
Silver Throne	280	241-242	022960	317836

The annual assessment work consisted of geologic field work, studies, maps, sampling, mining, assays and other miscellaneous labor on the claims, all having a value in excess of \$100.00 per each claim; that said assessment work was done at the instance of request of American Consolidated Mining Co., of Salt Lake City, Utah continuously during Fall 1988 to present 1989; that a notice was posted as requested by Section 40-1-5, Utah Code Annotated, 1953 and the Federal Land Policy and Management Act of 1976.

All claims are contiguous and being operated as a unit and are situated in the Clifton Mining District, Tooele County, State of Utah.

This annual Proof of Labor (assessment work) document is being recorded and filed by Steven J. Haslam who acknowledges that he holds the office of President of American Consolidated Mining Corporation, and has signed this document on behalf of the Corporation by proper authority, and that the document is the act of the corporation for the purpose above stated.

Steven J. Haslam
Steven J. Haslam, President
American Consolidated Mining Corporation

State of Utah)
)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 28 day of August 1989 by Steven J. Haslam

Martin J. [Signature]
Notary Public

My Commission Expires:

Sept 25, 1989

Residing at:

1401 W. 2nd St. Salt Lake City, Utah

PROOF OF ANNUAL LABOR

State of Utah)
) ss.
 County of Salt Lake)

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
I.P. 14	279	528	022516	317910
I.P. 14A	279	529	022517	317911
I.P. 18	279	530	022518	317915
I.P. 20	279	531	022519	317917
I.P. 20A	279	532	022520	317918
I.P. 22	279	533	022521	317920
I.P. 22A	279	534	022522	317921
I.P. 24	279	535	022523	317923
I.P. 26	279	536	022524	317925
I.P. 28	279	537	022525	317927
I.P. 29	279	538	022525	317928
I.P. 30	279	539	022527	317929
I.P. 31	279	540	022528	317930
I.P. 32	279	541	022529	317931
I.P. 33	279	542	022530	317932
I.P. 34	279	543	022531	317933
I.P. 35	279	544	022532	317934
I.P. 50	279	545	022533	317946
I.P. 51	279	546	022534	317947
I.P. 54	279	547	022535	317949
Pearl 001	279	548	022536	317950
Pearl 002	279	549	022537	317951
Pearl 003	279	550	022538	317952
Pearl 004	279	551	022539	317953
Pearl 005	279	552	022540	317954
Pearl 006	279	553	022541	317955
Pearl 007	279	554	022542	317956
Pearl 008	279	555	022543	317957
Pearl 150	279	556	022544	317958
Pearl 151	279	557	022545	317959
Pearl 152	279	558	022546	317960
Pearl 153	279	559	022547	317961
Pearl 154	279	560	022548	317962
Pearl 155	279	561	022549	317963
Pearl 156	279	562	022550	317964
Pearl 157	279	563	022551	317965
Pearl 158	279	564	022552	317966
Pearl 159	279	565	022553	317967
Pearl 160	279	566	022554	317968
Pearl 161	279	567	022555	317969
Pearl 162	279	568	022556	317970
Pearl 163	279	569	022557	317971
Pearl 164	279	570	022558	317972
Pearl 164A	279	571	022559	317973
Pearl 165	279	572	022560	317974
Pearl 166	279	573	022561	317975
Pearl 167	279	574	022562	317976
Pearl 177	279	575	022563	317977

RECORDED AT THE OFFICE OF THE
 CLERK OF THE COUNTY OF TOOELE
 DATE Aug 29, 89 TIME 2:01
 BOOK 291 PAGE 57 ON 92.50
 DONNA S. MCKENDRICK, CLERK
 Tooele County Recorder
 DO NOT SIGN & RETURN

PROOF OF ANNUAL LABOR

State of Utah)
) ss.
 County of Salt Lake)

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
Pearl 180	279	578	022566	317980
Pearl 181	279	579	022567	317981
Pearl 181A	279	580	022568	317982
Pearl 182	279	581	022569	317983
Pearl 182A	279	582	022570	317984
Pearl 183	279	583	022571	317985
Pearl 183A	279	584	022572	317986
Pearl 184	279	585	022573	317987
Pearl 185	279	586	022574	317988
Pearl 186	279	587	022575	317989
Pearl 187	279	588	022576	317990
Pearl 188	279	589	022577	317991
Pearl 189	279	590	022578	317992
Pearl 190	279	591	022579	317993
Pearl 191	279	592	022580	317994
Pearl 192	279	593	022581	317995
Pearl 193	279	594	022582	317996
Pearl 194	279	595	022583	317997
Pearl 195	279	596	022584	317998
Pearl 209	279	597	022585	317999
Pearl 210	279	598	022586	318000
Pearl 211	279	599	022587	318001
Pearl 214	279	600	022588	318002
Pearl 215	279	601	022589	318003
Pearl 216	279	602	022590	318004
Pearl 218	279	603	022591	318005
Pearl 219	279	604	022592	318006
Pearl 220	279	605	022593	318007
Pearl 221	279	606	022594	318008
Pearl 222	279	607	022595	318009
Pearl 222A	279	608	022596	318010
Pearl 223	279	609	022597	318011
Pearl 223A	279	610	022598	318012
Pearl 224	279	611	022599	318013
Pearl 225	279	612	022600	318014
Pearl 235	279	613	022601	318015
Pearl 236	279	614	022602	318016
Pearl 237	279	615	022603	318017
Pearl 238	279	616	022604	318018
Pearl 239	279	617	022605	318019
Pearl 240	279	618	022606	318020
Pearl 241	279	619	022607	318021
Pearl 242	279	620	022608	318022
Pearl 243	279	621	022609	318023
Pearl 244	279	622	022610	318024
Pearl 245	279	623	022611	318025
Pearl 246	279	624	022612	318026
Pearl 249	279	625	022613	318027
Pearl 250	279	626	022614	318028

PROOF OF ANNUAL LABOR

State of Utah)

County of Salt Lake)

ss.

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder, to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
Pearl 252	279	628	022616	318030
Pearl 266	279	629	022617	318031
Pearl 267	279	630	022618	318032
Pearl 268	279	631	022619	318033
Pearl 269	279	632	022620	318034
Pearl 270	279	633	022621	318035
Pearl 273	279	634	022622	318036
Pearl 276	279	635	022623	318037
Pearl 277	279	636	022624	318038
Pearl 278	279	637	022625	318039
Pearl 279	279	638	022626	318040
Pearl 280	279	639	022627	318041
Pearl 288	279	640	022628	318042
Pearl 289	279	641	022629	318043
Pearl 290	279	642	022630	318044
Pearl 291	279	643	022631	318045
Pearl 292	279	644	022632	318046
Pearl 293	279	645	022633	318047
Pearl 294	279	646	022634	318048
Pearl 296	279	647	022635	318049
Pearl 296	279	648	022636	318050
Pearl 301	279	649	022637	318051
Pearl 302	279	650	022638	318052
Pearl 303	279	651	022639	318053
Pearl 304	279	652	022640	318054
Pearl 305	279	653	022641	318055
Pearl 306	279	654	022642	318056
Pearl 321	279	655	022643	318057
Pearl 321A	279	656	022644	318058
Pearl 322	279	657	022645	318059
Pearl 322A	279	658	022646	318060
Pearl 323	279	659	022647	318061
Pearl 324	279	660	022648	318062
Pearl 325	279	661	022649	318063
Pearl 325A	279	662	022650	318064
Pearl 333	279	663	022651	318065
Pearl 333A	279	664	022652	318066
Pearl 334	279	665	022653	318067
Pearl 334A	279	666	022654	318068
Pearl 335	279	667	022655	318069
Pearl 336	279	668	022656	318070
Pearl 337	279	669	022657	318071
Pearl 337A	279	670	022658	318072
Pearl 338	279	671	022659	318073
Pearl 338A	279	672	022660	318074
Tower 1	279	673	022661	317846
Tower 2	279	674	022662	317847
Tower 3	279	675	022663	317848
Tower 4	279	676	022664	317849

PROOF OF ANNUAL LABOR.

State of Utah)
)
 County of Salt Lake) ss.

Notice is hereby given that the annual assessment work for the assessment year ending August 31, 1989 has been performed for the following lode mining claims located in the Clifton Mining District, Tooele County, State of Utah, the Notices of Location of which are reported in the records of the Tooele County Recorder. to wit:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>Entry No.</u>	<u>UMC No.</u>
Flat 294	279	678	022555	317374
Flat 295	279	679	022687	317675
Flat 296	279	680	022668	317876
Flat 297	279	681	022689	317877
Flat 341	279	682	022670	317893
Flat 342	279	683	022671	317894
Flat 343	279	684	022672	317895
Flat 344	279	685	022673	317896
Flat 345	279	686	022674	317897
Flat 346	279	687	022675	317898
Flat 347	279	688	022676	317899
Flat 347A	279	689	022677	317900
Centennial Fraction	279	690	022678	317838
Cactus Mill Site	279	691	022679	317839

The annual assessment work consisted of geologic field work, studies, maps, sampling, mining, assays and other miscellaneous labor on the claims, all having a value in excess of \$100.00 per each claim; that said assessment work was done at the instance of request of American Consolidated Mining Co., of Salt Lake City, Utah continuously during Fall 1988 to present 1989; that a notice was posted as requested by Section 40-1-5, Utah Code Annotated, 1953 and the Federal Land Policy and Management Act of 1976.

All claims are contiguous and being operated as a unit and are situated in the Clifton Mining District, Tooele County, State of Utah.

This annual Proof of Labor (assessment work) document is being recorded and filed by Steven J. Haslam who acknowledges that he holds the office of President of American Consolidated Mining Corporation, and has signed this document on behalf of the Corporation by proper authority, and that the document is the act of the corporation for the purpose above stated.

Steven J. Haslam
Steven J. Haslam, President
American Consolidated Mining Corporation

State of Utah)

County of Salt Lake)

ss.

The foregoing instrument was acknowledged before me this 28 day of August 1989 by Steven J. Haslam

Marka Gray
Notary Public

My Commission Expires:

Sept 25, 1989

Residing at:

Salt Lake Co. Utah

WHEN RECORDED MAIL TO:

Lyndon L. Ricks, Esq.
KRUSE, LANDA & MAYCOCK
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, Utah 84101

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

For valuable consideration, receipt of which is hereby acknowledged, the undersigned corporation, does hereby release, satisfy and discharge that certain notice of consensual lien dated June __, 1995, and recorded in the office of the County Recorder of Tooele County, State of Utah, as Entry No. __, in Book __, Pages __-__, against the following described patented mining claims located in Tooele County, Utah, Clifton Mining District:

Yellow Hammer	U.S.M.S. No. 4382
Cosmopolitan	U.S.M.S. No. 4382
Copperopolis	U.S.M.S. No. 4382
Centennial	U.S.M.S. No. 5151

DATED this __ day of October, 1995.

ARNE'S AMERICA

By: _____
Its: _____

STATE OF UTAH)
 : ss.
County of _____)

On the __ day of October, A.D. 1995, personally appeared before me _____, the signer of the within instrument, who being duly sworn acknowledged to me that he is the _____ of Arne's America and that he executed the foregoing instrument on behalf of said corporation by authority of a resolution of its board of directors.

Notary Public
Residing at: _____

ARNE'S RELEASE

EXHIBIT "D"

For Division Use:
File No.: M/045/019
Effective Date: _____
DOGM Lead: _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

*sent 5/21/01
for signature*

**TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS**

--ooOoo--

1. (a) Notice of Intention to be transferred (file number): M/045/019
(b) Name of mining operation: YELLOW HAMMER PIT
(c) Location of mining operation (county): TООЕLE
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
AMERICAN CONSOLIDATED MINING
70 W. CANYON CREST RD. SUITE D
ALPINE, UTAH 84004 801-756-1414
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):

(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:

3. (a) The total number of disturbed acres permitted and bonded under the approved Large Mining Notice of Intention: 12 Acres

- (b) Complete Appendix "A"(attached), a legal description of the approved and bonded disturbed acreage (include: Township(s), Range(s), and section(s), *to the 1/4, 1/4, 1/4 section*, and the county).
 - (c) The actual number of acres disturbed by the mining operation through the date of this transfer: 12 Acres
 - (d) Attach a topographic map (labeled as Appendix "B") of suitable scale which clearly outlines the existing disturbed area boundaries through the date of this transfer (max. scale, 1 inch = 500 ft., 1 inch = 200 ft., or larger scale is preferred). Label disturbed areas as appropriate.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

SWORN STATEMENT OF TRANSFEROR

I, Keith Moeller being first duly sworn under oath, depose and say that I am Agent (officer or agent) of American Consolidated Mining Co. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. M 045/019.

Keith Moeller
Signature
Keith Moeller
Name (type or print)
Agent
Title

Subscribed and sworn before me this 4th day of May, 2001.

Joelle Burns
Notary Public
Residing at: Salt Lake City, Utah

My commission Expires:

4-4, 2005.



STATE OF _____)
) ss.
COUNTY OF _____)

FINAL SWORN STATEMENT OF TRANSFEREE

I, _____ being first duly sworn under oath, depose and say that I am _____ (officer or agent) of _____ (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. If the disturbed acreage is not accurate, as identified in this document, we, hereby understand that the surety may have to be adjusted after the acreage has been accurately determined. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. _____, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

Signature

Name (type or print)

Title

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public
Residing at: _____

My commission Expires:

_____, 20____.

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant approval of same, subject to the following limitations and conditions:

- (a) This large mining permit transfer grants only the right to affect the lands as described in Appendix "A" (attached).
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety. The surety shall be effective on or before the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired the legal right to mine said lands as described in Appendix "A".
- (d) A topographic map of suitable scale is attached (as Appendix "B") which clearly outlines and labels the existing disturbed area boundaries through the date of this transfer.

COMMENTS:

Property was taken by bank as collateral for mortgage.
jm 5/4/0

APPROVED: _____

Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: _____

NOI No.: _____

APPENDIX "A"

New Operator

Mine Name

Permit Number

County, Utah

The legal description of the lands to be disturbed is (Township, Range and section(s) to the 1/4, 1/4, 1/4 section):

T 8th So. R. 18 W. Section 24

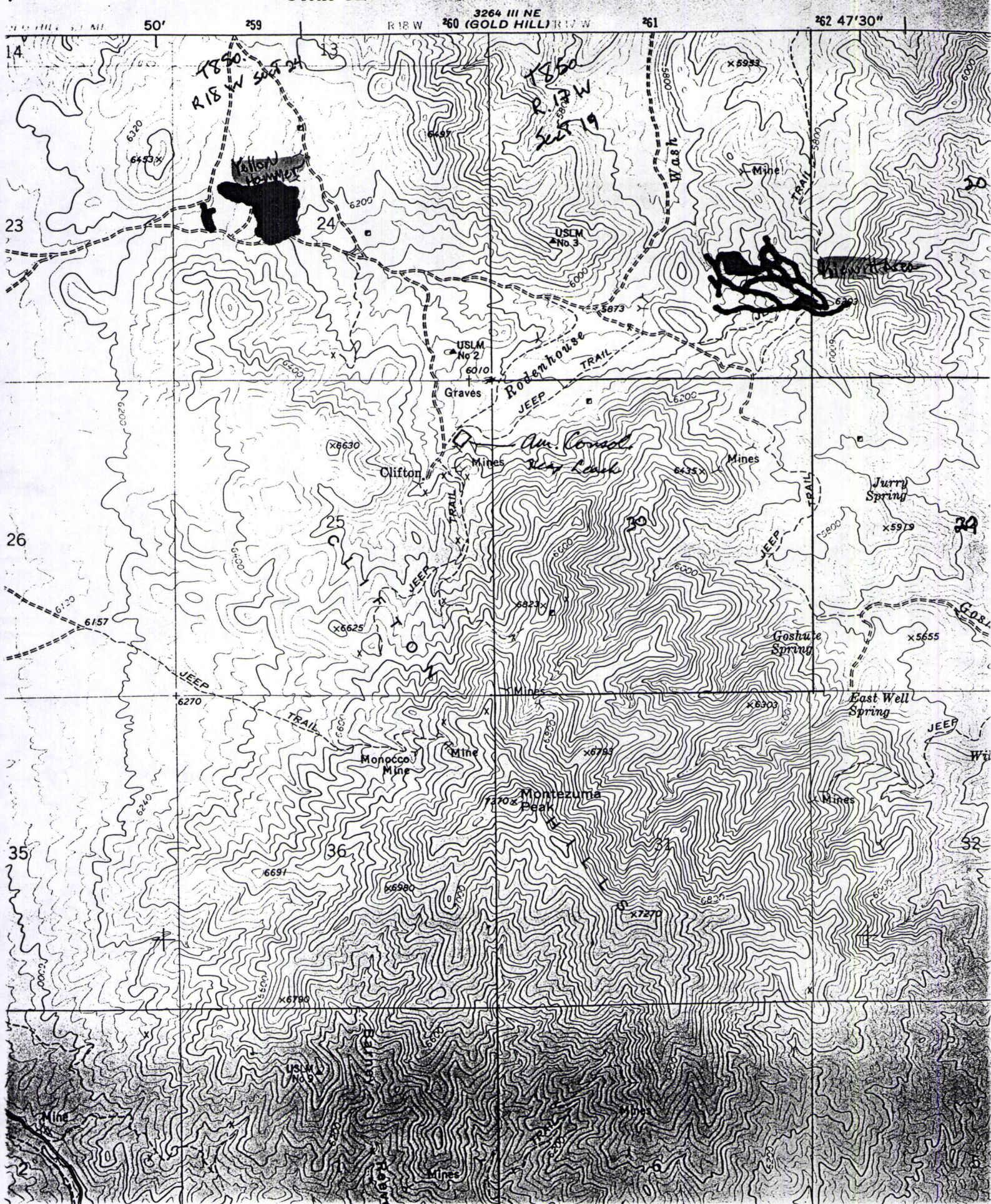
West Half of Section 24

As shown on map 8/3/89

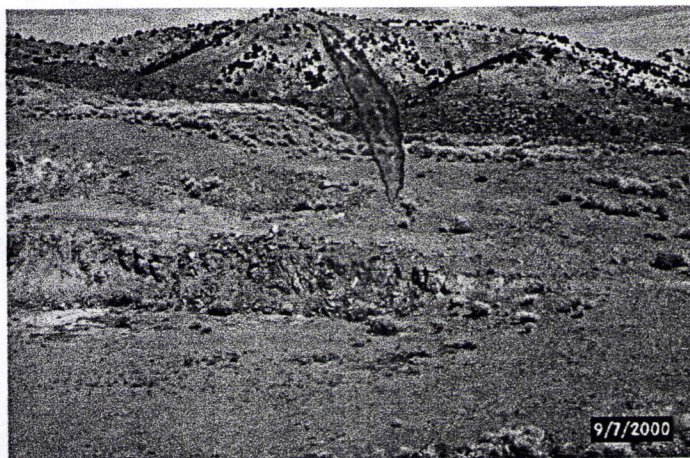
— PHOTOS OF SITE ALSO INCLUDED

STATE OF UTAH
UTAH GEOLOGICAL AND MINERALOGICAL SURVEY

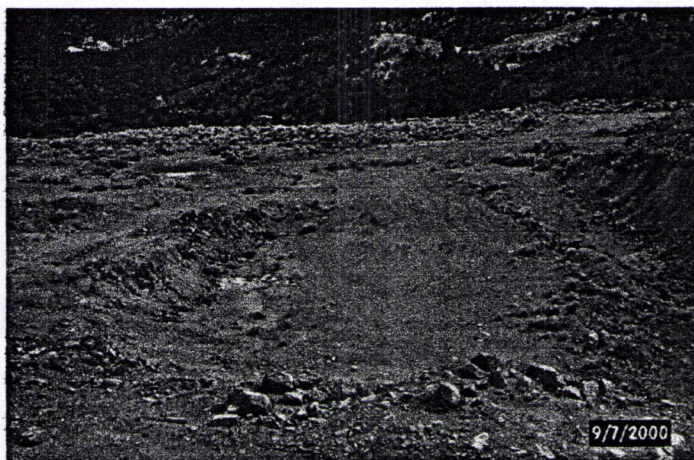
015187
M/045/019
E/045/052



9/7/2000
MINE SITE INSPECTION
WAYNE HEDBERG
Tom Munson



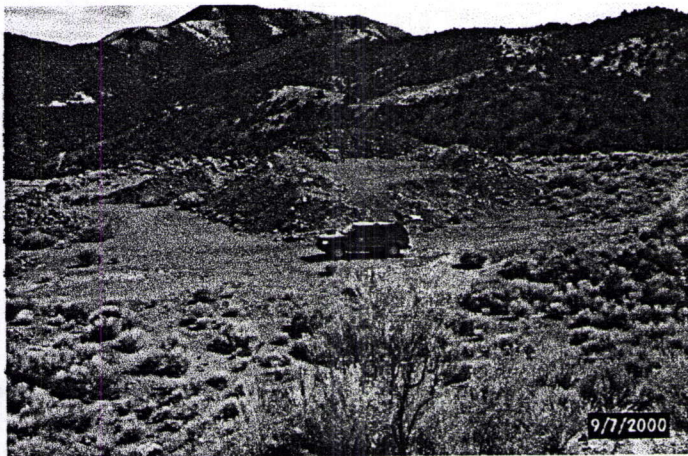
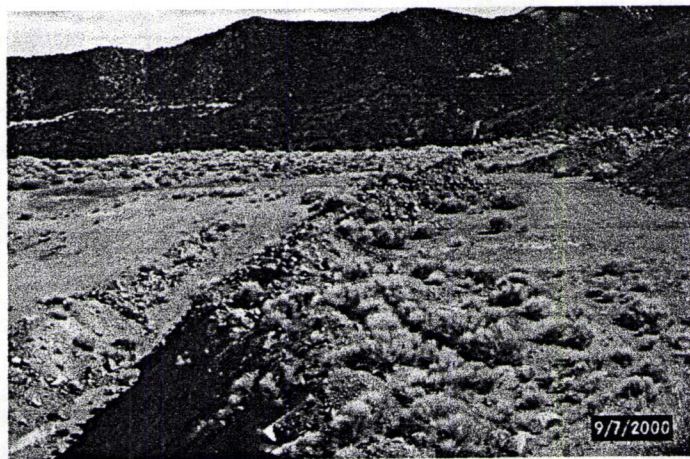
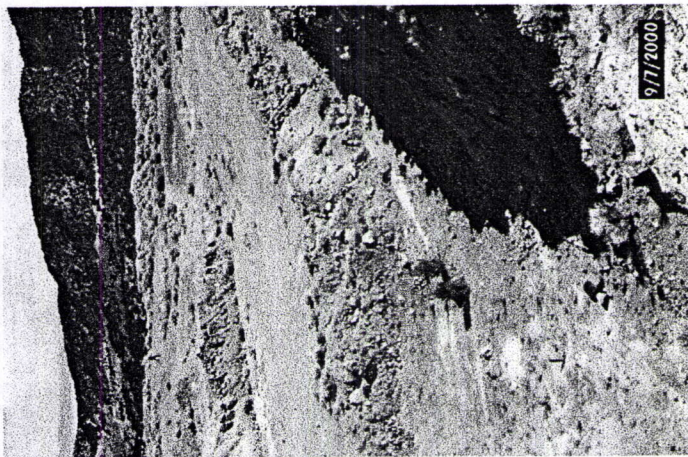




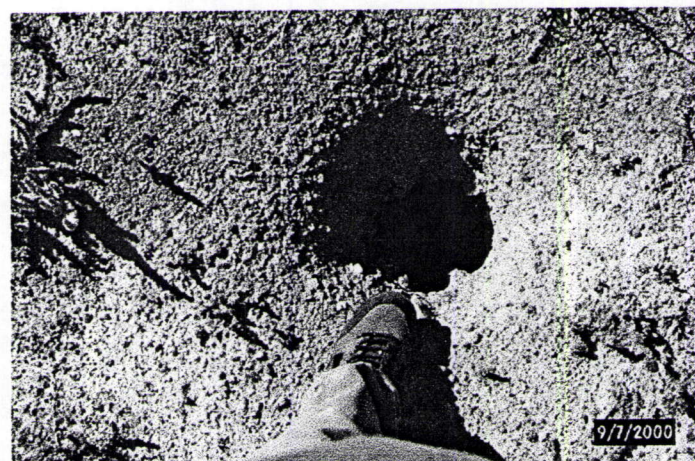
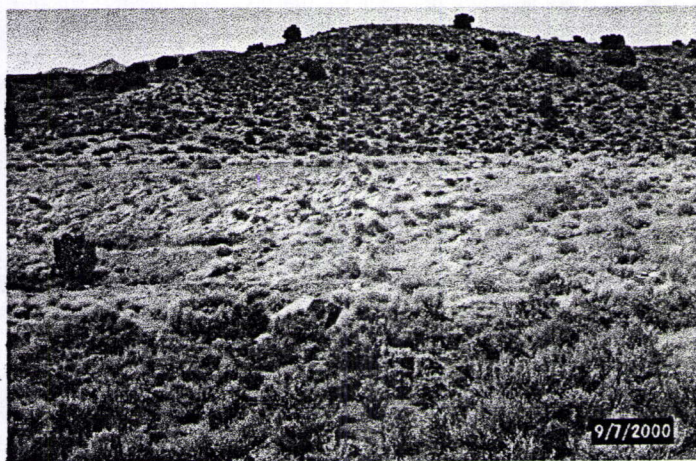
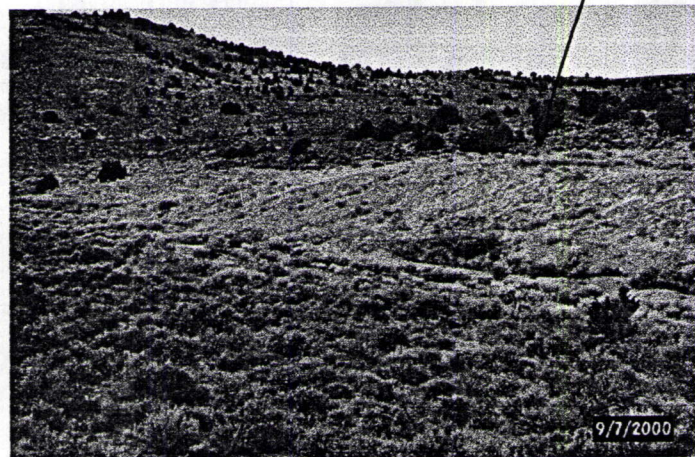
Pit



Pit

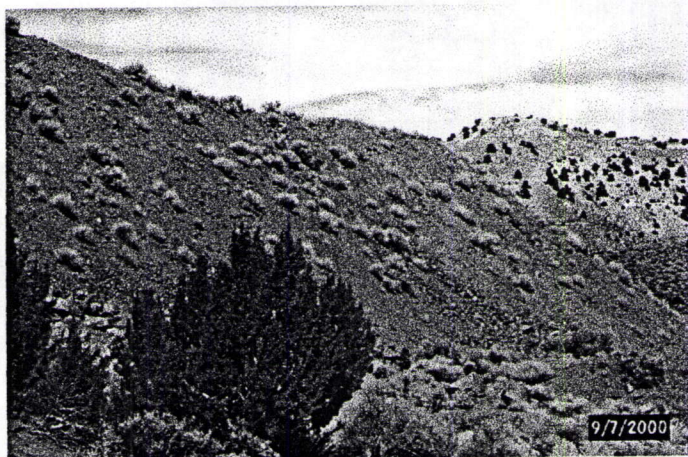


RECLAIMED AREA



ONE UNPLUGGED DRILL HOLE





OUTSLOPE OF DUMP



SURETY ESTIMATE UPDATE

IMM -Dworkia Holding LTD

Yellowhammer

M045/019

Toelle County

Prepared by Utah Division of Oil, Gas & Mining

2000

DESCRIPTION:

Previous surety estimate was \$16,600 in 1993 dollars

-Reclamation Estimate base amount calculated in 1988-\$

-This update adjusts the surety amount for escalation only.

A transfer of the mine property occurred this year and therefore the bond will be escalated to 2005 dollars

-Escalation factors through 1999 are actual Means Historical Cost Indices

-Total disturbed area = 12 ACRES

CALCULATIONS $F = P(1 + i)^{**n}$	YR	ESCAL FACTOR	BOND AMOUNT
	1977	0.0870	\$0
	1978	0.0710	\$0
	1979	0.0860	\$0
	1980	0.0860	\$0
	1981	0.0991	\$0
	1982	0.0940	\$0
	1983	0.0104	\$0
	1984	0.0092	\$0
	1985	0.0290	\$0
	1986	0.0210	\$0
	1987	0.0195	\$0
	1988	0.0181	\$14,850
	1989	0.0177	\$15,113
	1990	0.0077	\$15,229
	1991	0.0127	\$15,423
	1992	0.0221	\$15,763
	1993	0.0261	\$16,175
	1994	0.0321	\$16,694
	1995	0.0193	\$17,016
F = Future Sum	1996	0.0242	\$17,428
P = Present Sum	1997	0.0236	\$17,839
i = Escalation Factor	1998	0.0502	\$18,735
n = number of periods	1999	0.0200	\$19,110
	2000	0.0313	\$19,708
Three Yr Average = 3.13%	2001	0.0313	\$20,325
Used to Project 5 Yrs	2002	0.0313	\$20,961
From the Year 2000	2003	0.0313	\$21,617
	2004	0.0313	\$22,293
	2005	0.0313	\$22,991

Updated Surety Amount Rounded (2005-\$) \$23,000

** Average cost per acre = \$1,917 (\$/ACRE)